

Collective Bargaining Agreement

Between

7981
629

Park Nicollet Methodist Hospital

and

SEIU Local 113

Effective August 23, 2006
through
February 28, 2009



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Agreement

This Agreement is made and entered into this 23rd day of August 2006, by and between the undersigned Hospital, hereinafter referred to as either the "Employer" or as "Hospital," and its successors, and SEIU Local No. 113, hereinafter referred to as the "Union," and its successors.

Definitions

The term Employee shall include all of the following:

Full-Time: Those Employees regularly scheduled to work eighty (80) hours per pay period.

Part-Time: Those Employees regularly scheduled to work less than eighty (80) hours per pay period.

Casual: Those Employees with no regularly scheduled hours.

Article I - Union Representation

Recognition

The Union shall be the sole representative of all the non-professional employees of said Employer in the classifications set forth in the wage schedule of this contract and within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties.

- (A) New Classification or Title - In the event that a new or different nonprofessional classification or title is established which is not set forth in Article X hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, each party reserves the right to file a petition for unit clarification with the National Labor Relations Board. The National Labor Relations Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.
- (B) Classification or Title Change - No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, the notice shall specify in detail the proposed change, establishment, transfer or promotion.
- (C) No Discrimination - There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

- (D) No Contradictory Rule - The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.
- (E) Steward/Committee - The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business (for example, to distribute and share information to new members) during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished, in writing, to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing. The Employer shall provide voice mail and file space for the Stewards. Also, the Employer shall pay one (1) hour of additional pay at straight-time per month for each Steward.
- (F) Union Security - All employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (F) are due and payable on the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter.

Any Union member, or employee electing to pay the representation enrollment and service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital without any notice to the delinquent employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Hospital of such delinquency. The Union shall save the Hospital harmless from any claims of an employee so terminated.

A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

"Statement to New Employee"

There is a contract between this Hospital and SEIU Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

- (G) Dues/Fees Deductions - The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.
- (H) Employee Lists - The Hospital shall furnish the Union a monthly list showing the names and addresses of new employees, classifications, number of hours regularly scheduled, dates of hire, and names and dates of termination of employees terminated, employee's social security number, and current rate of pay for each employee. The Hospital will also advise the Union of transfers into and out of the bargaining unit and changes in the number of hours worked by employees that would affect the amount of the service fee

provided in this Agreement. Each pay period the Hospital shall provide to the Union the name, identification number (as determined by the Hospital) gross pay per pay period, and dues deduction amount for all employees. On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), hire date, wage classification, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees.

- (I) Bulletin Boards - Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- (J) Probationary Period - The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.
- (K) Labor/Management Meetings - The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

Meetings will be held monthly, or when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representative and the Union's representatives in attendance.
- (L) Job Descriptions - The Employer agrees to provide the Union copies of job descriptions for all classifications covered by Collective Bargaining Agreement once per year or when substantial changes occur.

Article II - Grievance and Arbitration

- (A) A grievance is limited to a dispute or controversy between an Employee (or Union) and the Employer relating to the interpretation of or application of the express terms and provisions of this Agreement.
- (B) Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within fourteen (14) calendar days following the actual date of such suspension or discharge.
- (C) The steps in the grievance procedure are as follows:

STEP 1 - The Employee, with or without a steward, will informally discuss the grievance with the Employee's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital's Human Resource Department. The written grievance must be received by the Hospital within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within 30 calendar days after the payday for the period during which the incident giving rise to the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital, the grievant (or mutually agreed upon number of representatives of a class grievance), and the Union (Business Agent and/or Steward) shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fourteen (14) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

STEP 3 ARBITRATION – In the event the grievance is not settled in Step 2 of this Article, and in any event not later than twenty (20) calendar days after receipt of the Employer's written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall delete first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

- (D) If the Union has made a timely request for arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.
- (E) In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. It shall be obligatory for the arbitrator to calculate any cost violations and render the double penalty decision where it is definitely and conclusively shown that such violation was deliberate. Reasonable evidence of clerical errors or honest mistake in interpretation shall exempt the Employer from the double penalty provisions, and in such case the Employer

will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

Article III - Working Conditions

- (A) Dining – Locker Facilities – Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.
- (B) Accidental Breakage - Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks equipment due to carelessness or negligence.
- (C) Break Periods - All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday. Should taking a break not be possible because of workloads, the employee shall notify his/her supervisor immediately.
- (D) Maintenance of Benefits - Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

Article IV - Hours of Work and Overtime

- (A) Workweek and Overtime - The regular workweek for all employees shall be forty (40) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. No employee shall work more than seven (7) consecutive days in a two-week period. If an employee is required to work in excess of eight (8) hours per day, or in excess of eighty (80) hours in a consecutive two-week period, or in excess of eight (8) consecutive hours, or on any day scheduled as a day off for such employee, overtime at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate shall be paid for such overtime hours. An employee required to work in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight time hourly rate for such excess time worked. Employees who agree to work an additional four (4) hours or more beyond their regular shift shall receive a meal coupon worth five dollars (\$5.00). Employees working a double shift shall receive pay for sixteen (16) hours at the applicable rate.

In any case where any employee is now working less than seven (7) consecutive days, no such employee shall be required to work more consecutive days than are now being worked by such employee, except upon payment of overtime at the rate of one and one-half (1 1/2) times the straight-time hourly rate of such employee for work performed on the sixth

(6th) and/or seventh (7th) consecutive workdays which is in excess of the number of consecutive workdays now worked by such employee. This provision shall not apply to any employee heretofore working a schedule including nonconsecutive days off who shall elect, under the terms as hereinafter provided, to work a schedule providing for consecutive days off.

Scheduling Pattern - The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week.

Where employees elect to work pursuant to the general pattern of scheduling, the Hospital may schedule the Sundays off for such employee on the basis of either a Saturday-Sunday or a Sunday-Monday combination. Where employees elect to work pursuant to a scheduling pattern providing for nonconsecutive days off in the alternate week, such employees shall have two (2) weekends (Saturday and Sunday) off per calendar month.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks. The scheduling provisions contained herein shall not apply to part-time employees regularly scheduled to work forty-eight (48) hours or less in a two-week period.

- (B) Scheduling Guarantee - Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies. Where business needs allow, the Hospital will attempt to maintain full-time positions.
- (C) Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of

Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

- (D) No Split Shifts - There shall be no split shifts; provided, however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations. Except in cases of emergency, employees shall not be required to return to work within twelve (12) hours following the end of the employee's regularly scheduled prior shift. Employees who agree to return in less than twelve (12) hours following the end of the employee's regularly scheduled prior shift shall be paid overtime at the rate of time and one-half (1 1/2) for the hours worked between the time of return and the end of the twelve (12) hour period. This provision shall not apply where employees trade hours or where the employee has requested the return in less than twelve (12) hours.
- (E) Overtime Scheduling - Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.
- (F) Seniority Preference - Weekends - In the establishment of workweek schedule, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management. Employees with twenty (20) or more years of service will not be required to work weekends to the extent feasible and consistent with proper staffing.
- (G) Flexible Scheduling - The Hospital and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
 - (1) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work

schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.

- (2) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1 1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1 1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double time.
 - (3) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 p.m.
 - (4) Sick leave shall be accrued at a rate proportionate to that specified in Article VI for employees who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
 - (5) Vacation shall accrue at the rate proportionate to that specified in Article VII for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article VII.
 - (6) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.
- (H) **Extra Hours** - The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees for whom the extra shift would be on a non-overtime basis and then by seniority to employees for whom the extra shift would be overtime. Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies.
- (I) **Casual Work Agreement** – Casuals must be available to work a minimum of one (1) shift per month. Departments may increase this requirement based on business needs. The Hospital will provide notice of such change as outlined in Article 4 (C).

- (J) Posting of Work Schedules – The Hospital shall post work schedules a minimum of fourteen (14) calendar days in advance.

Article V - Holidays

- (A) Premium Pay/Employee Preference/Day Off/Extra Day - All full-time employees shall be paid for the following nine (9) holidays if not worked: New Year's Day, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the two (2) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the five (5) holidays, exclusive of the floating holidays, at the employee's option, shall receive another day off with pay or in lieu thereof, be paid at the rate of double time for the work performed on such holiday. The holiday may be requested within a six (6) week period three (3) weeks before and three (3) weeks after the actual holiday.

New Year's Day and Christmas Day: For purposes of this Article, Christmas Day shall be deemed to extend over a 32-hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32-hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and December 31 respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one-half (1 1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift worked during the 32-hour period. Employees may elect to receive eight (8) hours pay in lieu of the compensatory day off.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

Employees who are absent from work without good cause on a regularly scheduled workday prior to or after the holiday shall not be eligible for holiday pay. If any full-time employee's day off falls on a holiday, then the employee shall, at the employee's option, receive holiday pay for such holidays or in lieu thereof, an additional day off within a two-week period.

Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.

- (B) Part-Time Prorated Holiday Pay - Part-time employees regularly scheduled to work twenty (20) hours or more per week shall receive holiday pay for time worked on the holidays listed above, and shall also receive two (2) personal floating holidays subject to the provisions of paragraph (A) above.
- (C) Part-time employees regularly scheduled to work less than twenty (20) hours per week shall be paid at the rate of double time for the time worked on the holidays listed in Section (A), excluding the personal floating holidays.
- (D) If an employee shall be sick or disabled on a holiday, the employee shall receive sick pay as herein provided and be entitled to an additional day off in lieu of said holiday.
- (E) Seniority Preference – Holidays - Any employee who has reached twenty (20) calendar years of service within the bargaining unit will not be required to work any of the seven (7) recognized listed holidays.

Article VI - Sick Leave/Leaves of Absence

- (A) Sick Leave – Full-time and part-time employees who are regularly scheduled to work forty (40) hours per pay period or more will accumulate sick leave on the basis of one (1) day per month prorated by FTE effective their first day of employment. This calculates out to .0462 sick hours accrued for each compensated hour. An employee's unused sick time will accrue to a maximum of ninety (90) days.

Employees may not use paid sick leave for illnesses which occur prior to the completion of the sixty (60) day probationary period for full-time employees and ninety (90) day probationary period for part-time employees.

Upon termination, an employee shall be paid a maximum of ten (10) days accumulated sick pay at the rate of one (1) day for each six (6) months employment for which no sick leave is used. Such six (6) month period shall be from the last date sick leave is used.

To be allowed sick leave with pay, an employee must notify the employee's department head of illness or disability at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of the employee's working day or as soon thereafter as possible and shall submit proof of sickness or disability to the Employer, if requested, for employees who are in the disciplinary process for absenteeism or where the Hospital has a reasonable basis to question the employee's absence. For the purpose of granting or denying the payment of sick leave, requests for proof of sickness or disability will be made in advance of the absence.

Full-time employees who have accumulated a sick leave balance of at least two hundred forty (240) hours may use up to eight (8) hours of sick time per calendar year for routine or well medical and dental appointments. Employees should make every effort to schedule the appointment at a time that best meets the needs of the department and must notify their manager at least two (2) weeks in advance of the appointment. The Hospital may require that the employee submit documentation of the appointment before granting the sick time benefit.

Sick leave benefits shall be based on length of service with the Hospital regardless of any changes of classification.

- (B) Illness/Disability Leave - In the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave, an automatic leave of absence without pay shall be granted to the employee during the period of such illness or disability up to a maximum period of one (1) year. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.
- (C) Sick Kid Care - Any employee who uses the services of "Sick Kid Kare" Centers and makes a fifteen dollar (\$15.00) co-payment for the care for an ill child will have the remainder of that day's cost of child care paid by Methodist Hospital. Arrangements can also be made for in-home care for ill children by designated providers. A two dollar and fifty cent (\$2.50) per hour co-payment is required for in-home care. The remainder of that day's cost for child care will be made by Methodist Hospital. Information regarding "Sick Kid Kare" Centers and in-home care vendors shall be made available in employee health services.
- (D) Jury Duty - When an employee receives notice of jury duty, the employee shall notify the employee's supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the employee's jury duty does not conflict; provided, however the employee will not be required to work later than 7:00 p.m. on any day the employee was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose will be made. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by the employee's jury check. In no event shall jury allowance be made in any one (1) year to an employee

for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

- (E) Bereavement Leave - A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents. Step-children, step-brothers and step-sisters) for the purpose of making arrangements and/or attending the funeral or memorial service of the deceased. Such days off shall be consecutive with one of the days being the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. Such request for different days off will not be unreasonably denied. A leave of absence of one (1) day without loss of pay shall be granted to employees in case of death of brothers-in-law or sisters-in-law. If the funeral is at least four hundred (400) miles from the Twin Cities metropolitan area, one (1) additional day without loss of pay shall be granted.
- (F) Military Leave - Employees shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated vacation or a personal holiday during such leave.
- (G) Personal Leave of Absence - Requests for leaves of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Hospital. Such requests may be granted at the discretion of the Hospital.
- (H) Temporary Replacement for Leaves of Absence - With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.
- (I) Seniority During Leaves of Absence - There shall be no break in seniority for a period of three (3) months of an approved leave of absence during which length of service benefits will be granted for purposes of wage increments, vacation or sick leave. For approved leaves of absence that extend beyond three (3) months, no length of service benefits will be granted but an employee will not lose service previously granted.
- (J) Eligibility for Leave of Absence - This Article shall apply only to those part-time employees defined herein as scheduled to work twenty (20) or more hours per week and their maximum accumulation of benefits as set forth in this Article shall not be in excess of their scheduled number of hours in any

two-week period bears in ratio to eighty (80) hours in the same two-week period.

Article VII - Vacation

- (A) Each employee who has been in the employ of the Hospital for one (1) year or more and has accrued 1600 or more compensated hours in the year prior to the employee's anniversary date of hire shall receive the following vacation:

- (1) After one (1) year of employment, two (2) weeks (10 days) vacation with full pay. This calculates out to .0385 vacation hours for all compensated hours.
- (2) After five (5) years of employment, three (3) weeks (15 days) of vacation with full pay. This calculates out to .0577 vacation hours for all compensated hours.
- (3) After ten (10) years of employment, four (4) weeks (20 days) of vacation with full pay. This calculates out to .0770 vacation hours for all compensated hours.

Effective March 1, 1999, any employee with fifteen (15) or more years of service shall receive the following vacation:

- (4) After fifteen (15) years of employment, twenty-one (21) days vacation with full pay. This calculates out to .0808 vacation hours for all compensated hours.
- (5) After sixteen (16) years of employment, twenty-two (22) days vacation with full pay. This calculates out to .0846 vacation hours for all compensated hours.
- (6) After seventeen (17) years of employment, twenty-three (23) days vacation with full pay. This calculates out to .0885 vacation hours for all compensated hours.
- (7) After eighteen (18) years of employment, twenty-four (24) days vacation with full pay. This calculates out to .0923 vacation hours for all compensated hours.
- (8) After nineteen (19) years of employment, twenty-five (25) days vacation with full pay. This calculates out to .0962 vacation hours for all compensated hours.

Additional vacation hours accrued as a result of reaching fifteen (15) or more years of employment shall not be taken between Memorial Day and Labor Day unless agreed upon between the employee and the Hospital.

- (B) Each employee who is not eligible for vacation under paragraph (A) and has accrued not less than 800 compensated hours in the year prior to the employee's anniversary date of hire shall receive one (1) week (5 days) of vacation for the first 800 compensated hours, plus one (1) day of vacation for each additional 173.3 compensated hours, up to a maximum of two (2) weeks (10 days) vacation.
- (C) Employees hired on or before November 1, 1974 shall have an anniversary date of employment of May 1 for purposes of vacation eligibility.
- (D) The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. The Hospital shall respond by March 15. Vacation shall be awarded by seniority within the classification (except Nursing Assistant and Environmental Aides which shall be by nursing unit) and shall be posted in each department/unit. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Employees voluntarily transferring to a new classification/unit may not be granted previously approved vacation time without the re-submission to and the approval of the new manager/supervisor of the new classification/unit. Vacation pay shall be paid to employees before leaving for their vacation. Employees shall be allowed to carry over an amount of vacation equivalent to two years vacation accrual into the next vacation year. Full-time employees who have completed six (6) months of employment shall be eligible to use up to one (1) week of paid vacation.
- (E) Employees who have completed at least one (1) year of service and have quit after giving the notice required by Article IX hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of termination or layoff.
- (F) If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.

- (G) If an employee becomes ill or disabled during vacation the employee shall be paid sick pay upon certification by a competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (D) of this Article.
- (H) Vacation benefits shall be based on length of service with the Hospital regardless of any change of classification.
- (I) In cases of special need, employees may volunteer to donate vacation hours to another employee. Employees who wish to donate vacation hours cannot donate such hours that would be otherwise lost due to maximum vacation accrual or carry-over. The Human Resource Department shall be designated to verify that a special need does exist.

Article VIII - Seniority

- (A) Definition - Seniority shall be based on an Employee's compensated hours accrued with the Hospital after the most recent date of employment with the exception of Article VI (I). Compensated hours shall exclude overtime for all hours on and after March 1, 1991. Employees voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of the employee's job shall be deemed to be involuntarily transferred. The Hospital will indicate on its records whether a change of classification is voluntary or involuntary.
- (B) Establishment and Posting of Seniority List - Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. If the Hospital's records do not reflect compensated hours for past years, employees will be credited with compensated hours on the basis of two thousand eighty (2,080) compensated hours for each year of full-time service and one thousand forty (1,040) hours for each year of part-time service. Parts of a year for either full-time or part-time service shall be prorated. There shall be no break in seniority during the period of a leave of absence.

On or before January 10 of each year, such seniority lists shall be revised and posted on department and general Hospital bulletin boards and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union.

- (C) Layoff and Recall - In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

- (D) Reduction Other Than Layoff - In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following order will be used:

- (1) Employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the available work. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work.
- (2) Employees will be cancelled in the following order:
 - (a) Outside Staffing Agency Employees
 - (b) Overtime Shifts
 - (c) Bonus Shifts
 - (d) Voluntary Absence Days - Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns and procedures established for that unit and/or shift by the Employer.
 - (e) Extra Shifts - This will be done by reverse seniority between casuals and part-time employees.
 - (f) Low Need Days - When the need is not met by the above, then a full-time or part-time employee will have one of their

regularly scheduled authorized shifts (shifts that are part of their authorized FTE) reduced by reverse order of seniority.

- (3) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee:
- (a) Sick Leave
 - (b) Vacation
 - (c) Health Insurance
 - (d) Life Insurance
 - (e) Dental Insurance
 - (f) Salary Increments
 - (g) Seniority
 - (h) Pension

In the event a full-time employee has the employee's hours involuntarily reduced under Article VIII (D) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of the section. If the employee does not receive at least one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hours pay in lieu thereof.

- (E) Job Vacancies - Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred twenty (120) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five-calendar day posting period will be considered.

Temporary assignments may be made during such posting period only, provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article II.

In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference.

If there are no qualified applicants in the classification where the vacancy or new position exists, qualified applicants from other classifications within the bargaining unit will be considered based upon bargaining unit seniority.

- (F) Temporary Vacancies - Notice of temporary vacancies shall be posted by the Hospital. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed.

Article IX - Corrective Action/Discipline and Discharge

- (A) The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or infraction of rules directly affecting patient comfort or safety shall be considered grounds for discharge.
- (B) Notice of Corrective Action/Discipline and Discharge - A written notice of any corrective/disciplinary action shall be given to the employee. Verbal warnings shall be confirmed in writing. A copy of any suspension or discharge notice shall be sent to the Union, and copies of verbal or written warnings shall be furnished to the Union upon request. The Union may file a grievance relating to such corrective/disciplinary action. Such grievance must be filed consistent with the Grievance and Arbitration Procedure, except that a suspension or discharge may be initiated at Step 2.
- (C) Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) Employee Notice of Quit - Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days notice, in writing, of intention to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.

- (E) An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge. If the specified grounds for discharge are found to be unjustified, the employee shall be reinstated with full pay for the time of suspension and without loss of seniority or other rights and privileges.

Article X - Wages

- (A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached at the end of the Agreement.

First Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified;

Second Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2007; and

Third Year: A three percent (3%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2008.

- (1) Lead-Pay - If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents (\$.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article VIII (E).

Any employee assigned the duty of training another employee for a period of two (2) hours or more will be considered to be acting in a lead capacity for pay purposes.

- (2) Student Vacation Replacements - Students may be hired as temporary summer vacation replacements for a maximum period of one hundred twenty (120) calendar days during the period May 15 through September 15 of each year. Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum rate of nine dollars and eighty cents (\$9.80) per hour; effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and

effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour, but will receive no other benefits provided by this Agreement. If a student hired under this paragraph is retained after the September 15 date, such student shall receive credit for all seniority accrued from the date of employment. Consistent with staffing patterns, regular employees will be given the opportunity to request added hours to cover the need for vacation replacements.

- (3) Casual and Part-Time Employees Regularly Scheduled to Work 32 Hours or Less Per Pay Period – Such employees shall be paid a minimum rate as set forth below:

Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum rate of nine dollars and eighty cents (\$9.80) per hour.

Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum rate of ten dollars and nineteen cents (\$10.19) per hour; and,

Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum rate of ten dollars and fifty cents (\$10.50) per hour.

A casual or part-time employee who works 1,000 hours during any anniversary year for that employee will receive the starting rate of pay for the employee's classification effective the first pay period after the employee has worked said 1,000 hours. In addition, a casual/part-time employee who has accrued 2,080 compensated hours will be placed at the starting rate of pay for the employee's classification and in both cases such employees will thereafter receive length of service increases as provided in this Article X.

The provisions of this paragraph shall apply only to the classifications of parking lot attendant, dietary aide, and all other classifications grouped with the dietary aide classification, and those department aides referred to in footnote 1 of Appendix A who are paid at the same rate as dietary aides. This Section shall apply only to employees hired on and after March 17, 1986.

The Hospital shall provide the Union a listing each month of the hours worked by all employees covered by this Agreement.

- (B) A higher rate than the minimum pay set forth above may be paid to the employee if the Hospital so desires.
- (C) Wage increments for full-time employees shall be based on length of service with the Hospital. Wage increments for part-time employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.
- (D) Length of service increases shall be applicable to all regular employees in the classifications as listed in Appendix A, working four (4) or more hours per day.
- (E) Shift Differential – Employees who work the second shift shall receive a shift differential of sixty cents (\$.60) per hour. Employees who work the third shift shall receive a shift differential of eighty-five cents (\$.85) per hour. The second (2nd) shift and third (3rd) shift shall be any full-time shift commencing at or after 1:00 pm and ending at or before 7:30 am.
- (F) Weekend Premium Pay - Full-time and part-time employees with a minimum of ten (10) years of employment since their most recent date of hire shall receive twenty-five cents (\$.25) per hour for any of the six (6) consecutive weekend shifts starting with the Saturday morning day shift.
- (G) Employees required to report for work will be guaranteed at least four (4) hours work. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.
- (H) On-Call Pay Rate - Employees who are notified or alerted to be "On-Call" shall receive three dollars and fifty cents (\$3.50) per hour pay for any hours awaiting such call.
- (I) Definite paydays shall be established, preferably semi-monthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take-home pay, if requested. An employee whose regular day off falls on a payday shall receive the employee's paycheck, if available, on the last scheduled workday before

such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.

- (J) Payroll Error - An Employer payroll error amounting to fifty dollars (\$50.00) or more in gross pay shall be corrected within two (2) working days (Monday-Friday) from the time the employee requests a correction.
- (K) Weekend Bonus - Full-time and regularly scheduled part-time (40 hours per pay period) employees shall be paid a twenty-five dollar (\$25.00) bonus for each full extra shift worked. Employees working shifts of more than four (4) hours but less than eight (8) hours shall receive a prorated bonus. The provisions of this section shall apply to all shifts worked between 3:00 pm Friday and 7:00 am Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of employees voluntarily exchanging hours.
- (L) Longevity Bonus - Effective March 1, 2002 all employees who have achieved twenty (20) calendar years of employment shall receive an annual bonus of five dollars (\$5.00) for each year worked. Such bonus shall be prorated to an employee's work agreement.

Article XI - Health and Welfare Benefits

- (A) Hospitalization/Medical and Surgical Benefits - Full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect to be covered under the Hospital's non-contract hospitalization medical and surgical program as it may be amended from time-to-time by the Hospital.
 - (1) Employee Coverage - The Hospital shall pay toward single employee coverage eighty-five percent (85%) of the monthly rate.
 - (2) Dependency Coverage - All eligible employees may elect to be covered by the dependency provisions of the plan. Effective June 1, 2003, the Hospital shall pay 70% of the total cost of dependency coverage (employee and dependent). Effective with the first of the month after the contract is ratified, the Hospital will contribute 75% of the total cost of dependency coverage (employee and dependent). The amount to be paid by the Hospital shall be applied to any plan selected by the employee if more than one option is available.
 - (3) HMO Coverage - The Hospital may offer employees any health maintenance organization (HMO) plan, and the dollar amount employees are eligible to have applied toward the non-contract plan may be applied to such HMO.

- (4) Employees shall be eligible for the coverage provided in this section after completing sixty (60) days of employment.
- (5) Employees retiring at age fifty-eight (58) or older with at least ten (10) or more years of service who also draw pension benefits shall have an option to continue existing coverage under the health insurance plan. Employees who carry family coverage may elect to reduce coverage to single or single plus one. Employees shall pay the complete cost of the health insurance premium. Eligibility will continue until Medicare eligible or a voluntary break in coverage occurs.
- (B) Short-Term Disability - All full-time and part-time employees regularly scheduled sixty-four (64) hours or more per pay period shall receive fifty percent (50%) of their gross weekly wages per week commencing on the twentieth (20th) day of a disability or after all available sick leave has been utilized, whichever occurs later. Disability payments shall be made for a maximum period of twenty-six (26) weeks.
- (C) Life Insurance - The Hospital shall provide and pay the cost of a group life insurance plan providing fifty thousand dollars (\$50,000) in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week. All such employees must have completed at least sixty (60) days of employment. The life insurance benefits outlined in this Article are subject to reductions post age sixty-five (65) (see attached Letter of Understanding on page 33).
- (D) Dental Insurance - The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.
- (E) General - All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.

Application forms for such coverage and claim forms for such benefits shall be supplied to the Union by the Hospital.

Article XII - Pension Benefits

- (A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

Effective March 1, 2006	\$.47 per hour
Effective March 1, 2007	\$.50 per hour
Effective March 1, 2008	\$.56 per hour

- (B) The Hospital shall pay from the employee's date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays, paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthdate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

- (C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.
- (D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals' representative, Labor Relations Board of the Minnesota Hospital Association (MHA). In the event other hospitals, not members of Labor Relations Board of MHA, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made as provided for in Article II.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

- (E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
- (F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

Article XIII - Social Security Benefits

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

Article XIV - Health Committee

Bargaining unit employees designated by Local 113 in such numbers as agreed upon by the Union and Employer may participate as members of the Hospitals Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the Committee shall be to make recommendations

on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

Article XV - Staffing Committee

Employees and Management, in departments where it may be desirable, shall have the opportunity to participate on a joint committee dealing with staffing issues.

Article XVI - No Strike/No Lockout

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article II.

Article XVII - Educational Development

- (A) Effective March 1, 2003 the Hospital shall pay full-time employees and part-time employees regularly scheduled to work twenty (20) hours or more per week minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to two thousand dollars (\$2,000) per year for educational development under the following circumstances:
- (1) The employee must apply in advance in writing, specifying the course, institute, workshop, in-service training, or class the employee wishes to attend.
 - (2) Such education must be health care related, job classification related, or future job classification related and approved by the Hospital.
 - (3) Payment shall be made upon satisfactory completion of the approved educational unit.
 - (4) An employee must remain in the employ of the Hospital for a period of one (1) year after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid hereunder to the extent that they do not continue to, or make themselves available to return to, work at the Hospital for at least one (1) year after the completion of the educational unit. Any amount due the Hospital under this Section may be deducted from the employee's final paycheck.
- (B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

- (C) Newly accredited Nursing Assistants shall be reimbursed for certification costs upon completion of their probationary period. This amount will be deducted from their annual educational allowance.

Article XVIII - Uniform Allowance

- (A) Uniform Allowance - If the Hospital requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:

- (1) Initial Uniform Allowance Upon Hire – All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance according to this schedule:

- hired during March, April or May \$120.00
- hired during June, July or August \$93.75
- hired during September, October or November \$67.50
- hired during December, January or February \$41.25

- (2) Annual Uniform Allowance – On March 1 following the initial date of employment, employees shall receive uniform allowances as follows:

	<u>Effective 3/1/03</u>	<u>3/1/04</u>
Full-time employees	\$120.00	\$130.00
Part-time employees scheduled to work twenty (20) hours or more per week	\$93.75	\$100.00
Part-time employees scheduled to work nineteen (19) hours or less per week (including casuals)	\$45.00	\$45.00

All uniform allowances will be subjected to the appropriate taxes.

Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.

If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost

to the employee. The responsibility for repair or replacement thereof shall be on the employee at the employee's expense.

Article XIX - Management Rights

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

Article XX - Effect of Headings

The headings of all articles, paragraphs and subparagraphs of this agreement are inserted for convenience for reference only, and shall not affect the construction, or interpretation of this Agreement.


Article XXI - Duration and Renewal of Agreement


Except as otherwise provided, this Agreement shall be effective from August 23, 2006, through and including February 28, 2009. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2009, or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

METHODIST HOSPITAL

SEIU LOCAL 113

By 
Its VP
Date 11/10/06

By 
Its Business Rep
Date Oct 27, 2006

Letter of Understanding

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this 10th day of December, 1992.

s/ Arthur LaPoint
Arthur LaPoint
Vice President Human Resources

s/ Dianne Edwards
Dianne Edwards
Business Representative

Letter of Understanding

This is to confirm this agreement reached during the 2003 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation, or service in the armed services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings.

Signed this 10th day of December, 2003.

s/ Arthur LaPoint
Arthur LaPoint
Vice President Human Resources

s/ Dianne Edwards
Dianne Edwards
Business Representative

Letter of Understanding

It is agreed that for the period March 1, 2003 through February 28, 2005 the life insurance benefits outlined in Article XI, Section C will be subject to reductions at age 70 instead of age 65.

Executed this 10th day of December, 2003.

s/ Arthur LaPoint
Arthur LaPoint
Vice President Human Resources

s/ Dianne Edwards
Dianne Edwards
Business Representative

**Letter of Understanding
between
SEIU Local 113 and Methodist Hospital**

Reporting of Accrued Vacation and Sick Time Hours

Beginning March 1, 2000 and at the beginning of each contract year, the Hospital agrees to provide a letter to each employee reporting current accrued vacation and sick hours. This letter will be sent to the employee after the close of the final pay period, which includes all of February shifts.

This agreement will remain in effect until such time that the Hospital is able to provide this information to employees through an employee self service information system.

s/ Arthur LaPoint

Arthur LaPoint
Vice President Human Resources

s/ Dianne Edwards

Dianne Edwards
Business Representative

Date 12/10/03

Date 12/11/03

**Letter of Understanding
between
SEIU Local 113 and Methodist Hospital**

During the 2000 negotiations, the parties agreed that certain classifications listed in the bargaining agreement were no longer utilized or titles changed to reflect today's environment.

While agreeing to remove certain classifications no longer utilized, Local 113 is not waiving any representational rights to these classifications should they be reintroduced into the workplace.

s/ Arthur LaPoint
Arthur LaPoint
Vice President Human Resources

s/ Dianne Edwards
Dianne Edwards
Business Representative

Date 12/10/03

Date 12/11/03

**Letter of Understanding
between
SEIU Local 113 and Methodist Hospital**

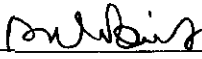
Health Care Cost Containment Committee

In our recently completed negotiations, the parties have agreed to create a SEIU Local 113 Health Care Cost Containment Committee ("Committee") which shall be created to explore ways of containing health care cost increases for employees. The Committee shall function on a multi-employer basis which means that meetings of the Committee shall include all members of the Twin Cities Hospitals multi-employer group.

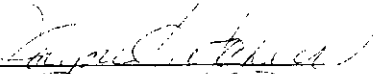
The Committee will be comprised of one union member from each hospital of the multi-employer hospital group and such designated union representatives as the Union shall assign. The Hospitals shall be represented by such designated representatives as they shall assign.

This Committee will commence its discussions within thirty (30) days of March 1, 2007. Monthly meetings will be held at sites to be agreed upon. The work of this Committee shall be completed by February 1, 2008, at which time the Committee will cease to function. This Committee may be extended by the mutual written agreement of the parties. Time spent by employees serving on this Committee will be considered paid time.

METHODIST HOSPITAL

By 
Its VP HR
Date 11/10/06

SEIU LOCAL 113

By 
Its Business Rep
Date Oct 27, 2006

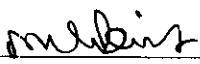
**Letter of Understanding
between
SEIU Local 113 and Methodist Hospital**

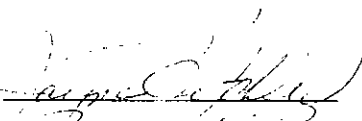
Parking Costs

The Hospital agrees, that effective March 1, 2007, it will not increase the parking cost to employees over those that existed on February 28, 2007, and this cost cap will continue through December 31, 2008, at which time this agreement not to increase parking cost to employees will expire and the Hospital shall then be entitled to unilaterally adjust parking charges for employees covered by this contract as the Hospital has done historically. This letter of understanding will expire as of January 1, 2009. It is understood and agreed that this letter of understanding will only apply to employees who park in areas designated as areas of employee parking with designated employee parking rates and will not apply to Hospital parking areas available to the public.

METHODIST HOSPITAL

SEIU LOCAL 113

By 
Its UP 182
Date 11/10/06

By 
Its Business Rep
Date 11/07/06

Appendix A - Wages

Methodist Wages - Effective with the first full pay period commencing after March 1, 2006

	Start	After 12 mos	After 24 mos	After 36 mos	After 48 mos	After 60 mos	After 72 mos	After 96 mos	After 120 mos	After 180 mos
Linen Aide, Dietary Aide Housekeeping Aide Asst Groundskeeper	\$ 12.51	\$ 13.36	\$ 14.05	\$ 14.53	\$ 14.87	\$ 15.35	\$ 15.82	\$ 15.91	\$ 16.27	\$ 16.59
X-Ray Aide Rehabilitation Aide PT Aide	\$ 12.63	\$ 13.49	\$ 14.16	\$ 14.73	\$ 14.98	\$ 15.49	\$ 16.04	\$ 16.16	\$ 16.48	\$ 16.82
Receiving Clerk	\$ 12.73	\$ 13.56	\$ 14.33	\$ 14.83	\$ 15.14	\$ 15.60	\$ 16.16	\$ 16.31	\$ 16.63	\$ 16.96
Nursing Assistant Environmental Aide	\$ 13.09	\$ 13.95	\$ 14.61	\$ 15.17	\$ 15.44	\$ 15.94	\$ 16.48	\$ 16.63	\$ 16.96	\$ 17.30
Cook	\$ 13.46	\$ 14.32	\$ 15.07	\$ 15.61	\$ 15.94	\$ 16.47	\$ 16.98	\$ 17.13	\$ 17.48	\$ 17.84
CSR Aide Surgery Aides Rehab Clinic Care Tech Rehab Care Tech	\$ 13.54	\$ 14.55	\$ 15.07	\$ 15.61	\$ 15.88	\$ 16.42	\$ 16.90	\$ 17.08	\$ 17.43	\$ 17.78
Maintenance Helper Groundskeeper Wall Washer Shuttlebus Driver Lab Messenger Floor Finisher	\$ 13.78	\$ 14.65	\$ 15.41	\$ 15.94	\$ 16.27	\$ 16.79	\$ 17.33	\$ 17.47	\$ 17.83	\$ 18.18
Pt Care Tech/NA Emergency Center Tech	\$ 14.01	\$ 15.02	\$ 15.53	\$ 16.09	\$ 16.35	\$ 16.88	\$ 17.38	\$ 17.53	\$ 17.90	\$ 18.25
Surgical Inst Room Aide First Cook	\$ 14.12	\$ 14.98	\$ 15.78	\$ 16.27	\$ 16.67	\$ 17.14	\$ 17.69	\$ 17.83	\$ 18.20	\$ 18.56

Methodist Wages - Effective with the first full pay period commencing closest to March 1, 2007

	Start	After 12 mos	After 24 mos	After 36 mos	After 48 mos	After 60 mos	After 72 mos	After 96 mos	After 120 mos	After 180 mos
Linen Aide, Dietary Aide Housekeeping Aide Asst Groundskeeper	\$ 13.01	\$ 13.89	\$ 14.61	\$ 15.11	\$ 15.46	\$ 15.96	\$ 16.45	\$ 16.55	\$ 16.92	\$ 17.25
X-Ray Aide Rehabilitation Aide PT Aide	\$ 13.14	\$ 14.03	\$ 14.73	\$ 15.32	\$ 15.58	\$ 16.11	\$ 16.68	\$ 16.81	\$ 17.14	\$ 17.49
Receiving Clerk	\$ 13.24	\$ 14.10	\$ 14.90	\$ 15.42	\$ 15.75	\$ 16.22	\$ 16.81	\$ 16.96	\$ 17.30	\$ 17.64
Nursing Assistant Environmental Aide	\$ 13.61	\$ 14.51	\$ 15.19	\$ 15.78	\$ 16.06	\$ 16.58	\$ 17.14	\$ 17.30	\$ 17.64	\$ 17.99
Cook	\$ 14.00	\$ 14.89	\$ 15.67	\$ 16.23	\$ 16.58	\$ 17.13	\$ 17.66	\$ 17.82	\$ 18.18	\$ 18.55
CSR Aide Surgery Aides Rehab Clinic Care Tech Rehab Care Tech	\$ 14.08	\$ 15.13	\$ 15.67	\$ 16.23	\$ 16.52	\$ 17.08	\$ 17.58	\$ 17.76	\$ 18.13	\$ 18.49
Maintenance Helper Groundskeeper Wall Washer Shuttlebus Driver Lab Maintenance Floor Finisher	\$ 14.33	\$ 15.24	\$ 16.03	\$ 16.58	\$ 16.92	\$ 17.46	\$ 18.02	\$ 18.17	\$ 18.54	\$ 18.91
Pt Care Tech/NA Emergency Center Tech	\$ 14.57	\$ 15.62	\$ 16.15	\$ 16.73	\$ 17.00	\$ 17.56	\$ 18.08	\$ 18.23	\$ 18.62	\$ 18.98
Surgical Inst Room Aide First Cook	\$ 14.68	\$ 15.58	\$ 16.41	\$ 16.92	\$ 17.34	\$ 17.83	\$ 18.40	\$ 18.54	\$ 18.93	\$ 19.30

Methodist Wages - Effective with the first full pay period commencing closest to March 1, 2008

	Start	After 12 mos	After 24 mos	After 36 mos	After 48 mos	After 60 mos	After 72 mos	After 96 mos	After 120 mos	After 180 mos
Linen Aide, Dietary Aide Housekeeping Aide Asst Groundskeeper	\$ 13.40	\$ 14.31	\$ 15.05	\$ 15.56	\$ 15.92	\$ 16.44	\$ 16.94	\$ 17.05	\$ 17.43	\$ 17.77
X-Ray Aide Rehabilitation Aide PT Aide	\$ 13.53	\$ 14.45	\$ 15.17	\$ 15.78	\$ 16.05	\$ 16.59	\$ 17.18	\$ 17.31	\$ 17.65	\$ 18.01
Receiving Clerk	\$ 13.64	\$ 14.52	\$ 15.35	\$ 15.88	\$ 16.22	\$ 16.71	\$ 17.31	\$ 17.47	\$ 17.82	\$ 18.17
Nursing Assistant Environmental Aide	\$ 14.02	\$ 14.95	\$ 15.65	\$ 16.25	\$ 16.54	\$ 17.08	\$ 17.65	\$ 17.82	\$ 18.17	\$ 18.53
Cook	\$ 14.42	\$ 15.34	\$ 16.14	\$ 16.72	\$ 17.08	\$ 17.64	\$ 18.19	\$ 18.35	\$ 18.73	\$ 19.11
CSR Aide Surgery Aides Rehab Clinic Care Tech Rehab Care Tech	\$ 14.50	\$ 15.58	\$ 16.14	\$ 16.72	\$ 17.02	\$ 17.59	\$ 18.11	\$ 18.29	\$ 18.67	\$ 19.04
Maintenance Helper Groundskeeper Wall Washer Shuttlebus Driver Lab Messenger Floor Finisher	\$ 14.76	\$ 15.70	\$ 16.51	\$ 17.08	\$ 17.43	\$ 17.98	\$ 18.56	\$ 18.72	\$ 19.10	\$ 19.48
Pt Care Tech/NA Emergency Center Tech	\$ 15.01	\$ 16.09	\$ 16.63	\$ 17.23	\$ 17.51	\$ 18.09	\$ 18.62	\$ 18.78	\$ 19.18	\$ 19.55
Surgical Inst Room Aide First Cook	\$ 15.12	\$ 16.05	\$ 16.90	\$ 17.43	\$ 17.86	\$ 18.36	\$ 18.95	\$ 19.10	\$ 19.50	\$ 19.88

7981

Collective Bargaining Agreement

Between

**University of Minnesota Medical Center,
Fairview - Riverside Campus**

and

SEIU Local 113

Effective August 23, 2006
through
February 28, 2009



• 175M

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EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23rd day of August 2006, by and between the undersigned Hospital, hereinafter referred to as either the "Employer" or as "Hospital," and its successors, and SEIU Local 113, hereinafter referred to as the "Union," and its successors.

Definitions - The term Employee shall include all of the following:

- Full Time: Those employees regularly scheduled to work 80 hours per pay period.
- Part Time: Those employees regularly scheduled to work less than 80 hours per pay period.
- Casual: Those employees with no regularly scheduled hours.

ARTICLE I: UNION REPRESENTATION

RECOGNITION

The Union shall be the sole representative of all the non-professional employees of said Employer in the classifications set forth in the wage schedule of this contract and within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties.

- (A) **NEW CLASSIFICATION OR TITLE** - In the event that a new or different nonprofessional classification or title is established which is not set forth in Article X hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, each party reserves the right to file a petition for unit clarification with the National Labor Relations Board. The National Labor Relations Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.
- (B) **CLASSIFICATION OR TITLE CHANGE** - No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, the notice shall specify in detail the proposed change, establishment, transfer or promotion.
- (C) **NO DISCRIMINATION** - There shall be no discrimination by the Union or the Employer against any employee because of membership or nonmembership in the Union or because of the assertion of rights afforded by this Agreement.

- (D) **NO CONTRADICTIONARY RULE** – The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.
- (E) **STEWARDS—COMMITTEE** – The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business (for example, to distribute and share information to new members) during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished, in writing, to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing.
- (F) **UNION SECURITY** – All employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (F) are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.

Any Union member, or employee electing to pay the representation enrollment and service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital without any notice to the delinquent employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Hospital of such delinquency. The Union shall save the Hospital harmless from any claims of an employee so terminated.

A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and SEIU Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

- (G) **DUES/FEES DEDUCTIONS** – The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.
- (H) **EMPLOYEE LISTS** – The Hospital shall furnish the Union a monthly list showing the names and addresses of new employees, classifications, number of hours regularly scheduled, dates of hire, and names and dates of termination of employees terminated, employee's social security number, and current rate of pay for each employee. The Hospital will also advise the Union of changes in the number of hours regularly scheduled to work by employees that would affect the amount of the service fee provided in this Agreement. The hospitals will also advise the Union of transfers into and out of the bargaining unit, changes in the number of hours worked by employees that would affect the amount of the service fee provided in this

agreement. Each pay period the Hospital shall provide to the Union the name, identification number (as determined by the Hospital) gross pay per pay period, and dues deduction amount for all employees. On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), hire date, wage classification, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees.

- (I) **BULLETIN BOARDS** – Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other nonpatient, nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- (J) **PROBATIONARY PERIOD** – The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.
- (K) **LABOR/MANAGEMENT MEETINGS** – The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

Meetings will be held monthly by mutual agreement between the Union and individual Hospitals, or when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and Union's representatives in attendance.

- (L) **JOB DESCRIPTIONS** – The Hospitals agree to provide copies of job descriptions of 113 represented employees to the Union once per year or when substantial changes occur.

ARTICLE II: GRIEVANCE AND ARBITRATION

- (A) A grievance is limited to a dispute or controversy between an Employee (or Union) and the Employer relating to the interpretation of or application of the express terms and provisions of this Agreement.
- (B) Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within fourteen (14) calendar days following the actual date of such suspension or discharge.
- (C) The steps in the grievance procedure are as follows:

STEP 1 - The Employee, with or without a steward, will informally discuss the grievance with the Employee's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital's Human Resource Department. The written grievance must be received by the Hospital within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within 30 calendar days after the payday for the period during which the incident giving rise to the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital, the grievant (or mutually agreed upon number of representatives of a class grievant), and the Union (Business Agent and/or Steward) shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fourteen (14) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

STEP 3 ARBITRATION - In the event the grievance is not settled in Step 2 of this Article, and in any event not later than twenty (20) calendar days after receipt of the Employer's written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall delete first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

- (D) If the Union has made a timely request for arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.
- (E) In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. It shall be obligatory for the arbitrator to calculate any cost violations and render the double penalty decision where it is definitely and conclusively shown that such violation was deliberate. Reasonable evidence of clerical errors or honest mistake in interpretation shall exempt the Employer from the double penalty provisions, and in such case the Employer

will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

ARTICLE III: WORKING CONDITIONS

- (A) **DINING - LOCKER FACILITIES** – Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.
- (B) **ACCIDENTAL BREAKAGE** – Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks equipment due to carelessness or negligence.
- (C) **RELIEF PERIODS** – All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.
- (D) **MAINTENANCE OF BENEFITS** – Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

ARTICLE IV: HOURS OF WORK AND OVERTIME

- (A) **WORKWEEK AND OVERTIME** – The regular pay period shall be eighty (80) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two-week pay period, overtime at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate shall be paid for such hours. Overtime payments shall not be duplicated. Paid sick leave, holiday and vacation hours shall be considered as hours of work for overtime purposes. An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight-time hourly rate for such excess hours.

If an employee is scheduled to work more than seven (7) consecutive days, regardless of the pay period, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

Change in Authorized Hours - Any part-time employee who is consistently scheduled and/or consistently works above their authorized hours for a

period of six (6) months or more may request to have their authorized hours changed to reflect their actual hours worked up to 80 hours per pay period. The employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short-term vacation or sick coverage or medical leave. The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

Scheduling Pattern – The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week and/or additional weekend schedules.

Where employees elect to work pursuant to the general pattern of scheduling, the Hospital may schedule the Sundays off for such employee on the basis of either a Saturday-Sunday or a Sunday-Monday combination. Where employees elect to work pursuant to a scheduling pattern providing for nonconsecutive days off in the alternate week, such employees shall have two (2) weekends (Saturday and Sunday) off per calendar month.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

The scheduling provisions contained in this section (Article IV, Section A) shall not apply to part-time employees regularly scheduled to work forty (40) hours or less in a two-week pay period.

Where business needs allow, the hospital will attempt to maintain full time positions.

- (B) **SCHEDULING GUARANTEE** – Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the

Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.

- (C) **WORKWEEK SCHEDULES TO CONFORM—NOTICES** – Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

- (D) **NO SPLIT SHIFTS** – There shall be no split shifts; provided, however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations. Except in cases of emergency, employees shall not be required to return to work within twelve (12) hours following the end of the employee's regularly scheduled prior shift. Employees who agree to return in less than twelve (12) hours following the end of the employee's regularly scheduled prior shift shall be paid overtime at the rate of time and one-half (1- 1/2 times) for the hours worked between the time of return and the end of twelve (12) hour period. This provision shall not apply where employees trade hours or where the employer has requested the return in less than (12) hours.
- (E) **OVERTIME SCHEDULING** – Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.
- (F) **SENIORITY PREFERENCE** – In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management.

- (G) **FLEXIBLE SCHEDULING** – The Hospital and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
- (1) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.
 - (2) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40) an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double time.
 - (3) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.
 - (4) Sick leave shall be accrued at a rate proportionate to that specified in Article VI for employees who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
 - (5) Vacation shall accrue at the rate proportionate to that specified in Article VII for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article VII.
 - (6) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.
- (H) **EXTRA HOURS** – The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees for whom the extra shift would be on a

non-overtime basis and then by seniority to employees for whom the extra shift would be overtime. Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. A confirmed extra shift is one that has been offered and accepted. An indication of availability is not a confirmation of an extra shift. Individual hospitals shall meet with the Union to develop a policy that provides for the consistent application of this section including short-notice need.

- (i) **CASUAL WORK AGREEMENT** – Casuals must be available to work a minimum of one shift per month. Each Hospital may increase this requirement based on need. Hospitals will provide notice as outlined in Article IV (C).
- (j) **POSTING OF WORK SCHEDULES** – The Hospital shall post work schedules a minimum of fourteen (14) calendar days in advance.

ARTICLE V: HOLIDAYS

- (A) **HOLIDAY PAY/EMPLOYEE PREFERENCE DAY OFF/EXTRA DAY** – All full time employees shall be paid for the following nine (9) holidays if not worked: New Year's Day, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the two (2) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the five (5) holidays, exclusive of the floating holidays, at the employee's option, may receive another day off with pay or, in lieu thereof, be paid at the rate of double time for the work performed on such holiday.

New Year's Day and Christmas Day: For purposes of this Article, Christmas Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 24; through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and December 31 respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift worked during the 32 hour period. Employees may elect to receive eight (8) hours pay in lieu of the compensatory day off.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

Employees who are absent from work without good cause on a regularly scheduled workday prior to or after the holiday shall not be eligible for holiday pay. If any full time employee's day off falls on a holiday, then the employee shall, at the employee's option receive holiday pay for such holidays or in lieu thereof, an additional day off within a two week period.

Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.

- (B) **PART TIME PRORATED HOLIDAY PAY** – Part time employees regularly scheduled to work twenty (20) hours or more per week shall receive holiday pay for time worked on the holidays listed above, and shall also receive two (2) personal floating holidays subject to the provisions of paragraph (A) above.

Part time employees regularly scheduled to work less than twenty (20) hours per week shall be paid at the rate of double time for the time worked on the holidays listed in Section (A), excluding the personal floating holidays.

- (C) **FLOATING HOLIDAY—10-YEAR EMPLOYEE** - All employees regularly scheduled 20 hours per week or more and with a minimum of ten (10) calendar years or more of employment since their most recent hire date will receive an additional floating holiday to be taken at a time mutually agreed upon between the individual and the Hospital.
- (D) **ILLNESS OR DISABILITY—EXTRA DAY OFF** – If an employee shall be sick or disabled on a holiday, the employee shall receive sick pay as herein provided and be entitled to an additional day off in lieu of said holiday.

ARTICLE VI: SICK LEAVE/LEAVES OF ABSENCE

- (A) **SICK LEAVE** – Each employee shall accumulate paid sick leave on the basis of one (1) day per each month of service, up to a maximum of ninety (90) days. All sick leave to which an employee is entitled and which is not used shall be credited to the employee cumulatively during the employee's period of employment. Employees who have more than sixty (60) days accrued sick leave as of March 1, 1986 may use the amount accumulated. Upon termination, an employee shall be paid a maximum of ten (10) days accumulated sick pay at the rate of one (1) day for each six (6) months employment for which no sick leave is used. Such six (6) month period shall be from the last date sick leave is used.

New employees shall accumulate one (1) day of sick leave per month from the first (1st) day of employment. Eligibility for used sick leave shall not begin until after the completion of the sixty (60) day probationary period for full time employees and ninety (90) day probationary period for part time employees and shall apply to illness occurring after the first (1st) sixty (60) or ninety (90) days of employment whichever is applicable

- (B) **PART TIME CREDIT** – Part time employees shall accumulate sick leave at the rate of eight (8) hours credit for each 173.3 hours actually worked up to a maximum of ninety (90) days. Sick leave shall be paid to the part time employee only when the illness or disability falls on the employee's regularly scheduled workday and only for the number of hours regularly scheduled for the day on which the illness occurs.
- (C) To be allowed sick leave with pay, an employee must notify the employee's department head of illness or disability at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of the employee's working day or as soon thereafter as possible and shall submit proof of sickness or disability to the Employer, if requested, for employees who are in the disciplinary process for absenteeism or where the Hospital has a reasonable basis to question the employee's absence. For the purpose of granting or denying the payment of sick leave, requests for proof of sickness or disability will be made in advance of the absence.

Sick leave benefits shall be based on length of service with the Hospital regardless of any change of classification.

- (D) **ILLNESS/DISABILITY LEAVE** – Upon completion of the probationary period as set forth in Article I (I) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.
- (E) **JURY DUTY** – When an employee receives notice of jury duty, the employee shall notify the employee's supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the

- (D) **VACATION PERIOD—SENIORITY—PAYMENTS** – The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. All vacation requests made during this period that include a holiday must include two (2) vacation days adjacent to the holiday. The Hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation. Employees shall be allowed to carry over up to five (5) days forty (40) hours of vacation into the next vacation year. Full time employees who have completed six (6) months of employment shall be eligible to use up to one (1) week of paid vacation.
- (E) **TERMINATION—PAID ACCRUAL** – Employees who have completed at least one (1) year of service and have quit after giving the notice required by Article IX hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of termination or layoff.
- (F) **HOLIDAY OCCURRENCE** – If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.
- (G) **ILLNESS OCCURRENCE** – If an employee becomes ill or disabled during vacation, the employee shall be paid sick pay upon certification by a competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (D) of this Article.
- (H) **LENGTH OF SERVICE** – Vacation benefits shall be based on length of service with the Hospital regardless of any change of classification.

ARTICLE VIII: SENIORITY

- (A) **DEFINITION** – Seniority shall be based on an Employee's compensated hours accrued with the Hospital after the most recent date of employment. Compensated hours shall exclude overtime for all hours on and after March 1, 1991. Employee's voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of

the employee's job shall be deemed to be involuntarily transferred. The Hospital will indicate on its records whether a change of classification is voluntary or involuntary.

- (B) **ESTABLISHMENT AND POSTING OF SENIORITY LIST** - Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. If the Hospital's records do not reflect compensated hours for past years, employees will be credited with compensated hours on the basis of two thousand eighty (2,080) compensated hours for each year of full time service and one thousand forty (1,040) hours for each year of part time service. Parts of a year for either full time or part time service shall be prorated. There shall be no break in seniority during the period of a leave of absence.

On or before January 10 of each year, such seniority lists shall be revised and posted on department and general Hospital bulletin boards and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union.

- (C) **LAYOFF AND RECALL** - In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

- (D) **REDUCTION OTHER THAN LAYOFF** - In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following order will be used:
- (1) Employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the

available work. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work.

- (2) Employees will be cancelled in the following order:
 - (a) Outside Staffing Agency Employees
 - (b) Overtime Shifts
 - (c) Bonus Shifts
 - (d) Voluntary Absence Days - Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns and procedures established for that unit and/or shift by the Employer.
 - (e) Extra Shifts - This will be done by reverse seniority between casuals and part-time employees.
 - (f) Low Need Days - When the need is not met by the above, then a full-time or part-time employee will have one of their regularly scheduled authorized shifts (shifts that are part of their authorized FTE) reduced by reverse order of seniority.
- (3) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee:
 - (a) Sick Leave
 - (b) Vacation
 - (c) Health Insurance
 - (d) Life Insurance
 - (e) Dental Insurance
 - (f) Salary Increments
 - (g) Seniority
 - (h) Pension

In the event a full time employee has the employee's hours involuntarily reduced under Article VIII (D) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of the Section. If the employee does not receive at least

one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hour's pay in lieu thereof.

- (E) **JOB VACANCIES** – Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five calendar day posting period will be considered.

Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article II.

In filling vacancies or new positions, senior employee in the classification where the vacancy or new position is located shall be given preference. In the event that the vacant or new position cannot be filled with a qualified employee from that classification then qualified applicants from other classifications within the bargaining unit will be considered based on bargaining unit seniority.

- (F) **TEMPORARY VACANCIES** – Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may *apply for the vacancy if it would result in an increase in hours*. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this Section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary

vacancy becomes a permanent position, the Hospital will re-post that position.

- (G) Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

ARTICLE IX: CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE

- (A) **NO DISCHARGE WITHOUT JUST CAUSE** – The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or *infraction of rules* directly affecting patient comfort or safety shall be considered grounds for discharge.
- (B) **NOTICE OF CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE** – A written notice of any corrective/disciplinary action shall be given to the employee. Verbal warnings shall be confirmed in writing. A copy of any suspension or discharge notice shall be sent to the Union, and copies of verbal or written warnings shall be furnished to the Union upon request. The Union may file a grievance relating to such corrective/disciplinary action. Such grievance must be filed consistent with the Grievance and Arbitration Procedure, except that a suspension or discharge may be initiated at Step 2.
- (C) **SUSPENSION—TIME LIMITS** – Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) **EMPLOYEE NOTICE OF QUIT** – Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days notice, in writing, of intention to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.
- (E) **JUSTIFIED - UNJUSTIFIED SUSPENSION OR DISCHARGE** – An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge. If the specified grounds for discharge are found to be unjustified, the employee shall be reinstated with full pay for the time of suspension and without loss of seniority or other rights and privileges.

ARTICLE X: WAGES

- (A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached at the end of the Agreement.

First Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified;

Second Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2007; and

Third Year: A three percent (3%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2008.

- (1) Lead Pay – If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five (\$.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article VIII(E). Qualifications and clearly defined duties for the job shall be posted by the Employer.
- (2) Preceptor Pay –Should the Hospital establish a preceptor position for any of the classifications listed in this Agreement, the rate of pay for such preceptor classification shall be seventy-five cents (\$.75) per hour above the rate of pay for the applicable classification. The following guidelines apply to the establishment of a preceptor position:
 - preceptor(s) to be selected and scheduled by the Hospital
 - all employees identified as preceptor(s) may be required to complete certified preceptor training program prior to assignment
 - employees acting as preceptor(s) will provide written assessments to management
 - employees will be paid only when acting as a preceptor for an entire scheduled shift
- (3) Training Pay – any employee selected and scheduled by the hospital for the duty of training another employee for a period of two (2) hours or more will receive training pay at the rate of seventy-five cents (\$.75) per hour.

- (4) Student Vacation Replacement – Students may be hired as temporary summer vacation replacements for a maximum period of one hundred twenty (120) calendar days during the period May 15 through September 15 of each year. Such employees shall be paid a minimum rate as set forth below, but will receive no other benefits provided by this Agreement.

- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum of nine dollars and eighty cents (\$9.80) per hour;
- Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and,
- Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour.

If a student hired under this paragraph is retained after the September 15 date, such student shall receive credit for all seniority accrued from the date of employment. Consistent with staffing patterns, regular employees will be given the opportunity to request added hours to cover the need for vacation replacements.

- (5) Casual and Part Time Employees Regularly Scheduled to Work 32 Hours or Less Per Pay Period - Such employees shall be paid a minimum rate as set forth below:

- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum of nine dollars and eighty cents (\$9.80) per hour;
- Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and,
- Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour.

- (6) No benefits shall be received by part time employees who are regularly scheduled for less than forty (40) hours per pay period and by casual employees except the holiday benefits for holidays worked as provided in Article V (B), the vacation benefit as provided in Article VII (B), and the uniform benefit as provided for in Article XVIII.

A casual or part time employee who works 1,000 hours during any anniversary year for that employee will receive the starting rate of pay for the employee's classification effective the first pay period after the employee has worked said 1,000 hours. In addition, a casual/part time employee who has accrued 2,080 compensated hours will be placed at the starting rate of pay for the employee's classification and in both cases such employees will thereafter receive length of service increases as provided in this Article X.

The provisions of this paragraph shall apply only to the classifications of parking lot attendant, dietary aide, and all other classifications grouped with the dietary aide classification, and those department aides who are paid at the same rate as dietary aides.

The Hospital shall provide the Union a listing each month of the hours worked by all employees covered by this Agreement.

- (B) HIGHER RATES MAY BE PAID – A higher rate than the minimum pay set forth above may be paid to the employee if the Hospital so desires.
- (C) WAGE INCREMENTS—FULL TIME/PART TIME – Wage increments for full time employees shall be based on length of service with the Hospital. Wage increments for part time employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.
- (D) LENGTH OF SERVICE INCREASES – Length of service increases shall be applicable to all regular employees in the classifications as listed in Appendix A, working four (4) or more hours per day.
- (E) SHIFT DIFFERENTIAL PAY—

Nights – third (3rd) shift:

The shift differential shall be seventy cents (\$.70) per hour for the night shift.

The night shift differential shall be paid for any shift where the majority of hours scheduled occurs after 11:00 p.m.

Evenings – second (2nd) shift:

The evening shift differential shall be sixty cents (\$.60) per hour

The evening shift differential shall be paid for any shift where the majority of hours scheduled occurs after 3:00 p.m.

- (F) WEEKEND PREMIUM PAY - Employees regularly scheduled twenty (20) hours per week or more with a minimum of ten (10) years of employment since their most recent date of hire shall receive fifty cents (\$.50) per hour for *six (6) consecutive weekend shifts starting with the Saturday morning day shift.*
- (G) ADVANCE NOTICE—FOUR HOUR WORK GUARANTEE – Employees required to report for work will be guaranteed at least four (4) hours work. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee *who desires to, or prefers to, work less than four (4) hours.*
- (H) ON CALL EMPLOYEES – Employees who are notified or alerted to be "On Call" shall receive one fourth (1/4) pay for any hours awaiting such call.
- (I) PAY DAYS—EMPLOYER COMPUTATIONS – Definite paydays shall be established, preferably semimonthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take home pay, if requested. An employee whose regular day off falls on a payday shall receive the employee's paycheck, if available, on the last scheduled workday before such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.
- (J) PAYROLL ERROR – An Employer payroll error amounting to fifty dollars (\$50.00) or more in gross pay shall be corrected within two (2) working days (Monday - Friday) from the time the employee requests a correction.

ARTICLE XI: HEALTH AND WELFARE BENEFITS

- (A) HOSPITALIZATION/MEDICAL AND SURGICAL BENEFITS – Full time and part time employees regularly scheduled to work twenty (20) hours or more per week may elect to be covered under the Hospital's non-contract hospitalization medical and surgical program as it may be amended from time to time by the Hospital.
 - (1) Employee Coverage – The Hospital shall pay toward single employee coverage eighty-five percent (85%) of the monthly rate.
 - (2) Dependency Coverage – All eligible employees may elect to be covered by the dependency provisions of the plan. Effective June 1,

2003, the Hospital shall pay 70% of the total cost of dependency coverage (employee and dependent). Effective with the first of the month after the contract is ratified, the Hospital will contribute 75% of the total cost of dependency coverage (employee and dependent). The amount to be paid by the Hospital shall be applied to any plan selected by the employee if more than one option is available.

- (3) HMO Coverage – The Hospital may offer employees any health maintenance organization (HMO) plan, and the dollar amount employees are eligible to have applied toward the noncontract plan may be applied to such HMO.
- (4) Eligibility for Coverage – Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.
- (B) **SHORT-TERM DISABILITY** – Employees regularly scheduled 20 hours per week or more shall receive one hundred eighty dollars (\$180.00) per week on a pro-rated basis commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later. Disability payments shall be made for a maximum period of twenty six (26) weeks.

Effective March 1, 2000, employees regularly scheduled 20 hours per week or more shall receive fifty percent (50%) of their authorized weekly gross compensation for short-term disability commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later.

- (C) **LIFE INSURANCE** – The Hospital shall provide and pay the cost of a group life insurance plan providing \$50,000 in coverage to all employees regularly scheduled to work twenty (20) hours or more per week subject to benefit reductions post age 65. Employees must have completed at least sixty (60) days of employment.
- (D) **DENTAL INSURANCE** – The Hospital will pay the full cost of a single employee dental insurance program for all employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.
- (E) **GENERAL** – All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.

Application forms for such coverage and claim forms for such benefits shall be supplied to the Union by the Hospital.

- (F) PAID TIME OFF – Negotiations for a paid time off (PTO) program may take place during the term of the Contract by mutual agreement between the Union and an individual Hospital or Hospitals interested in establishing such plan. The PTO Plan may be structured to substitute a specific number of paid days off in lieu of some or all of the existing vacation, holiday, or sick leave provisions contained in this Agreement. No PTO plan would be put into effect without the Union calling for a vote by the membership in the individual Hospitals.

ARTICLE XII: PENSION BENEFITS

- (A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

Effective March 1, 2006	\$.47 per hour
Effective March 1, 2007	\$.50 per hour
Effective March 1, 2008	\$.56 per hour

- (B) The Hospital shall pay from the employee's date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays, paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthdate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

- (C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.
- (D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals' representative, Labor Relations Board of the Minnesota Hospital Association (MHA). In the event other hospitals, not members of Labor Relations Board of MHA, become contributing employers to the pension fund and there is agreement that such hospitals shall be

represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made as provided for in Article II.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

- (E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
- (F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and

expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

ARTICLE XIII: SOCIAL SECURITY BENEFIT

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

ARTICLE XIV: HEALTH AND SAFETY

It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

The Hospital will make reasonable effort to provide employees with safe and *adequate equipment, working environment, and facilities.*

Bargaining unit employees designated by Local 113 in such numbers as agreed upon by the Union and Employer may participate as members of the Hospital's Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

ARTICLE XV: NO STRIKE/NO LOCKOUT

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article II.

ARTICLE XVI: EDUCATIONAL DEVELOPMENT

- (A) The Hospital shall pay all employees regularly scheduled to work twenty (20) or more hours per week, minimum reimbursement in the amount of seventy five percent (75%) of tuition and required fees and books up to two

thousand dollars (\$2,000) per year for educational development under the following circumstances:

- (1) The employee must apply in advance in writing, specifying the course, institute, workshop, in service training, or class the employee wishes to attend.
 - (2) Such education must be health care related and approved by the Hospital.
 - (3) Payment shall be made upon satisfactory completion of the approved educational unit.
 - (4) An employee must be employed by the Hospital for a period of six (6) months before the Employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid thereunder to the extent that they do not continue to, or make themselves available to return to, work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due the Hospital under this Section may be deducted from the employee's final paycheck.
- (B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

ARTICLE XVII: SEIU COPE LANGUAGE

The Employer agrees to deduct and transmit to SEIU Local 113, COPE, \$_____ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 113. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE XVIII: UNIFORM ALLOWANCE

If the Hospital requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design or material, then the Employer shall furnish the same without cost to the full time employee or pay to such employee a uniform allowance in the amount of one hundred five dollars (\$105.00) per year. Effective March 1, 2004, the uniform allowance will be one hundred and thirty dollars (\$130) per year.

Effective March 1, 2004, the uniform allowance amounts listed above for full time employees have been amended according to the following schedule:

- Hire date of March, April or May \$130.00
- Hire date of June, July or August 97.50
- Hire date of September, October or November 65.00
- Hire date of December, January or February 32.50

Part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance of one hundred five dollars (\$105.00) and subsequent payments of seventy-eight dollars and seventy-five cents (\$78.75) per year Effective March 1, 2004, the initial uniform allowance will be one hundred and five dollars (\$105.00) per year and subsequent payments of one hundred dollars (\$100.00) per year.

All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week, shall receive an initial uniform allowance according to this schedule. An employee hired during the months of March, April, or May shall receive an initial allowance of one hundred five dollars (\$105.00); an employee hired during the months of June, July, or August shall receive an initial allowance of seventy-eight dollars and seventy-five cents (\$78.75); an employee hired during the months of September, October, or November shall receive an initial allowance of fifty-two dollars and fifty cents (\$52.50); and, an employee hired during the months of December, January, or February shall receive an initial allowance of twenty-six dollars and twenty-five cents (\$26.25). On March 1 following the initial date of employment, employees shall receive subsequent allowances as set forth above.

For employees who work less than twenty (20) hours per week, the Hospital, at its discretion shall either furnish one (1) uniform each contract year or provide an annual uniform allowance of forty five dollars (\$45.00). The employee shall return the uniform to the Hospital upon termination of employment.

All uniform allowance will be subject to the appropriate taxes.

Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.

If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be on the employee at the employee's expense.

ARTICLE XIX: EFFECT OF HEADINGS

The headings of all articles, paragraphs and subparagraphs of this agreement are inserted for convenience for reference only, and shall not affect the construction, or interpretation of this Agreement.

ARTICLE XX: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, has the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

ARTICLE XXI: DURATION AND RENEWAL OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective from August 23, 2006, through and including February 28, 2009. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2009 or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

UNIVERSITY OF MINNESOTA
MEDICAL CENTER, FAIRVIEW -
RIVERSIDE CAMPUS

SEIU LOCAL 113

By *Andrea Alexander*
Its *President UMMC*
Date *11/14/2006*

By *Joseph H. Keller*
Its *Business Rep*
Date *Nov 27, 2006*

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this _____ day of _____, 1999.

s/ Gordon Alexander, Jr.
HOSPITAL ADMINISTRATOR

s/ Kathy Fodness
KATHY FODNESS
MINNESOTA'S HEALTH CARE UNION
SEIU, LOCAL 113 AFL/CIO

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1996 negotiations regarding 20-year employees. The intent of this Letter of Understanding is to provide an opportunity for straight day shifts and/or no weekend shifts to 20-year employees when that becomes possible. When a request is made by an employee, the parties will confer to determine the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell

VP, Labor Relations

Labor Relations Board

Minnesota Hospital and Healthcare Partnership

s/ Kathy Fodness

KATHY FODNESS

Minnesota's Health Care Union,

Local No. 113, SEIU, AFL CIO/CLC

Service Employees

LETTER OF UNDERSTANDING

It is the understanding of the parties that the individual employers will provide a voice mailbox for Local 113 stewards to access in the handling of their duties as steward. Additionally, the individual Hospital shall meet with the Union to determine possible office and/or storage space for the use of Local 113 stewards.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell
Patrick J. McDonnell
Labor Relations Board

s/ Kathy Fodness
Kathy Fodness
SEIU Local 113

LETTER OF UNDERSTANDING

It is the understanding of the parties that selection criteria for Preceptor(s) is to be developed prior to March 1, 2000, by the individual employers through the Labor-Management process.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell
Labor Relations Board

s/ Kathy Fodness

Kathy Fodness
SEIU Local 113

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 2003 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation or service in the armed services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings.

Signed this 8th day of October, 2003.

s/ Gordon Alexander, Jr.
Hospital Administrator

s/ Kathy Fodness
Kathy Fodness, Minnesota's
Health Care Union, SEIU,
Local 113

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the communication of Union information to new hires:

1. The Hospital will provide individuals newly hired into bargaining unit positions the agreed upon packet of information at the time of hire.
2. *The Hospital will provide one (1) designated steward at each site a monthly list of those individuals newly hired into bargaining unit positions at the steward's site.*
3. The Hospital agrees to meet and problem-solve issues related to the communication of Union information to new hires at the Labor Management Committee meeting.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the posting of open areas in the Environmental Services Departments at Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus:

1. Ongoing, non-temporary work area openings will be posted in the Environmental Services Department. Relevant information about the area and the nature of the work will be included in the posting (see attachment A).
2. The notice will be posted for a minimum of five (5) calendar days. Employees on the same shift with the same authorized hours *interested in working in the posted work area must submit their interest in writing using the Request for Area Assignment Change form (see attachment B) during the first five (5) calendar days of the posting period.*
3. Management will determine the assignment of the work area based on the following considerations:
 - Seniority of the employee
 - Assessment of the employee's ability to meet the work requirements of the area.
4. The name of the employee selected for the open area will be posted on the original posting document for fourteen (14) calendar days.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Fairview University Medical Center
Riverside Campus**

**Environmental Services
New Area Opening
~~-Sample-~~**

January 15, 2003

Notice to Environmental Services Employees

There is a position open on 1st shift as follows:

Lobby, 6:30 am – 3:00 pm

Classification: Housekeeping Aide

Job Assignment: Lobby

If you are interested in this position, please fill out a form by January 19, 2003 and put it in the box provided.

Thank you.

Fairview University Medical Center
Request for Area Assignment Change
Environmental Services – Riverside Campus

Employee Name: _____

Date & Time: _____

Classification: _____

I am requesting consideration for the following Area Assignment:

Location: _____

Shift: _____

Signature: _____

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the establishment of Labor Management Committees:

1. Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus will have separate Labor Management Committees.
2. The Union and the Hospital will each have not more than seven (7) participants on the Labor Management Committee. The Union's participants will include an SEIU Local 113 Business Agent and not more than six (6) member representatives. The Hospital's participants will include a Human Resources representative and not more than six (6) management representatives.
3. The SEIU Local 113 Business Agent and the Human Resources representative will be responsible for convening the committee.
4. A representative of the Federal Mediation and Conciliation Services will conduct the initial training of the committee.
5. Subject to availability of the Federal Mediation and Conciliation Services representative, the training will commence within sixty (60) days of the ratification of the 2003 contract.
6. The six (6) members designated by the Union as their participants on the Labor Management committee will be eligible for up to two (2) hours of straight-time pay per month that does not accrue towards overtime for actual time spent in the Labor Management Committee meeting.

7. The six (6) members designated by the Union as their participants on the Labor Management committee will be eligible for one (1) additional hour of straight-time pay per month that does not accrue towards overtime for actual time spent relevant to the administration of the contract or in preparation for the Labor Management Committee meetings.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

Upon request of the Union or the Hospital, the Labor Management Committee will review individual departments' scheduling of extra hours and attempt to develop a policy that provides for the consistent application of the contract language in Article IV (H) Extra Hours including short-notice need.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

LETTER OF UNDERSTANDING

Health Care Cost Containment Committee

In our recently completed negotiations, the parties have agreed to create a SEIU Local 113 Health Care Cost Containment Committee ("Committee") which shall be created to explore ways of containing health care cost increases for employees. The Committee shall function on a multi-employer basis which means that meetings of the Committee shall include all members of the Twin Cities Hospitals multi-employer group.

The Committee will be comprised of one union member from each hospital of the multi-employer hospital group and such designated union business agents as the Union shall assign. The Hospitals shall be represented by such designated representatives as they shall assign.

This Committee will commence its discussions within thirty (30) days of March 1, 2007. Monthly meetings will be held at sites to be agreed upon. The work of this Committee shall be completed by February 1, 2008, at which time the Committee will cease to function. This Committee may be extended by the mutual written agreement of the parties. Time spent by employees serving on this Committee will be considered paid time.

UNIVERSITY OF MINNESOTA
MEDICAL CENTER, FAIRVIEW -
RIVERSIDE CAMPUS

SEIU LOCAL 113

By *Brandon & Alexander*
Its *President Name*

Date *11/14/2006*

By *Marie Caplan*
Its *Business Rep*
Date *Oct 27, 2006*

LETTER OF UNDERSTANDING

Parking Costs

The Hospital agrees, that effective March 1, 2007, it will not increase the parking cost to employees over those that existed on February 28, 2007, and this cost cap will continue through December 31, 2008, at which time this agreement not to increase parking cost to employees will expire and the Hospital shall then be entitled to unilaterally adjust parking charges for employees covered by this contract as the Hospital has done historically. This letter of understanding will expire as of January 1, 2009. It is understood and agreed that this letter of understanding will only apply to employees who park in areas designated as areas of employee parking with designated employee parking rates and will not apply to Hospital parking areas available to the public.

UNIVERSITY OF MINNESOTA
MEDICAL CENTER, FAIRVIEW -
RIVERSIDE CAMPUS

SEIU LOCAL 113

By *Robert S. Alexander Jr.*
Its *President UMMC*
Date *11/14/2006*

By *Jaymie P. Miller*
Its *Business Rep*
Date *Dec 27, 2006*

APPENDIX A – WAGES

UNIVERSITY OF MINNESOTA MEDICAL CENTER, FAIRVIEW - RIVERSIDE CAMPUS WAGE RATES

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
X-Ray Aide, Nutrition Services Aide, Environmental Services Aide, PBX Operator, Pharmacy Messenger			
Casual	\$9.80	\$10.19	\$10.50
Start	\$12.47	\$12.97	\$13.36
After 1 year	\$13.32	\$13.85	\$14.27
After 2 years	\$14.03	\$14.59	\$15.03
After 3 years	\$14.50	\$15.08	\$15.53
After 4 years	\$14.82	\$15.41	\$15.87
After 5 years	\$15.30	\$15.91	\$16.39
After 6 years	\$15.78	\$16.41	\$16.90
After 8 years	\$15.91	\$16.55	\$17.05
After 12 years	\$16.08	\$16.72	\$17.22
After 15 years	\$16.39	\$17.05	\$17.56
Patient Escort			
Start	\$12.59	\$13.09	\$13.48
After 1 year	\$13.47	\$14.01	\$14.43
After 2 years	\$14.13	\$14.70	\$15.14
After 3 years	\$14.68	\$15.27	\$15.73
After 4 years	\$14.93	\$15.53	\$16.00
After 5 years	\$15.45	\$16.07	\$16.55
After 6 years	\$16.00	\$16.64	\$17.14
After 8 years	\$16.12	\$16.76	\$17.26
After 12 years	\$16.29	\$16.94	\$17.45
After 15 years	\$16.61	\$17.27	\$17.79
Nursing Assistant, Anesthesia Aide			
Start	\$13.05	\$13.57	\$13.98
After 1 year	\$13.93	\$14.49	\$14.92
After 2 years	\$14.59	\$15.17	\$15.63
After 3 years	\$15.14	\$15.75	\$16.22
After 4 years	\$15.39	\$16.01	\$16.49
After 5 years	\$15.91	\$16.55	\$17.05
After 6 years	\$16.45	\$17.11	\$17.62
After 8 years	\$16.59	\$17.25	\$17.77
After 12 years	\$16.75	\$17.42	\$17.94

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
After 15 years	\$17.09	\$17.77	\$18.30
Storekeeper			
Start	\$12.69	\$13.20	\$13.60
After 1 year	\$13.53	\$14.07	\$14.49
After 2 years	\$14.30	\$14.87	\$15.32
After 3 years	\$14.79	\$15.33	\$15.84
After 4 years	\$15.11	\$15.71	\$16.18
After 5 years	\$15.58	\$16.20	\$16.69
After 6 years	\$16.12	\$16.70	\$17.26
After 8 years	\$16.24	\$16.89	\$17.40
After 12 years	\$16.41	\$17.07	\$17.58
After 15 years	\$16.74	\$17.41	\$17.93
Rehabilitation Aide			
Start	\$12.88	\$13.40	\$13.80
After 1 year	\$13.74	\$14.29	\$14.72
After 2 years	\$14.40	\$14.98	\$15.43
After 3 years	\$14.96	\$15.56	\$16.03
After 4 years	\$15.20	\$15.81	\$16.28
After 5 years	\$15.72	\$16.35	\$16.84
After 6 years	\$16.27	\$16.92	\$17.43
After 8 years	\$16.40	\$17.06	\$17.57
After 12 years	\$16.57	\$17.23	\$17.75
After 15 years	\$16.90	\$17.58	\$18.11
Building Maintenance Mechanic 1			
Start	\$13.00	\$13.52	\$13.93
After 1 year	\$13.83	\$14.38	\$14.81
After 2 years	\$14.56	\$15.14	\$15.59
After 3 years	\$15.05	\$15.65	\$16.12
After 4 years	\$15.39	\$16.01	\$16.49
After 5 years	\$15.86	\$16.49	\$16.98
After 6 years	\$16.36	\$17.01	\$17.52
After 8 years	\$16.53	\$17.19	\$17.71
After 12 years	\$16.69	\$17.36	\$17.88
After 15 years	\$17.02	\$17.70	\$18.23

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Drug Unit Assistant			
Seamstress			
Start	\$13.06	\$13.58	\$13.99
After 1 year	\$13.98	\$14.54	\$14.98
After 2 years	\$14.65	\$15.24	\$15.70
After 3 years	\$15.24	\$15.85	\$16.33
After 4 years	\$15.53	\$16.15	\$16.63
After 5 years	\$16.05	\$16.69	\$17.19
After 6 years	\$16.50	\$17.16	\$17.67
After 8 years	\$16.66	\$17.33	\$17.85
After 12 years	\$16.83	\$17.50	\$18.03
After 15 years	\$17.16	\$17.85	\$18.39
CPC Aide			
Start	\$13.23	\$13.76	\$14.17
After 1 year	\$14.13	\$14.70	\$15.14
After 2 years	\$14.87	\$15.46	\$15.92
After 3 years	\$15.42	\$16.04	\$16.52
After 4 years	\$15.68	\$16.31	\$16.80
After 5 years	\$16.23	\$16.88	\$17.39
After 6 years	\$16.79	\$17.46	\$17.98
After 8 years	\$16.93	\$17.61	\$18.14
After 12 years	\$17.09	\$17.77	\$18.30
After 15 years	\$17.43	\$18.13	\$18.67
COOK			
Start	\$13.42	\$13.96	\$14.38
After 1 year	\$14.28	\$14.85	\$15.30
After 2 years	\$15.03	\$15.63	\$16.10
After 3 years	\$15.59	\$16.21	\$16.70
After 4 years	\$15.91	\$16.55	\$17.05
After 5 years	\$16.42	\$17.08	\$17.59
After 6 years	\$16.93	\$17.61	\$18.14
After 8 years	\$17.09	\$17.77	\$18.30
After 12 years	\$17.26	\$17.95	\$18.49
After 15 years	\$17.62	\$18.32	\$18.87

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Project Specialist			
Start	\$13.74	\$14.39	\$14.72
After 1 year	\$14.61	\$15.9	\$15.65
After 2 years	\$15.36	\$15.97	\$16.45
After 3 years	\$15.91	\$16.05	\$17.05
After 4 years	\$16.23	\$16.88	\$17.39
After 5 years	\$16.75	\$17.42	\$17.94
After 6 years	\$17.26	\$17.95	\$18.49
After 8 years	\$17.43	\$18.13	\$18.67
After 12 years	\$17.61	\$18.31	\$18.86
After 15 years	\$17.96	\$18.68	\$19.24
Service and Product Assistant			
Start	\$13.90	\$14.45	\$14.89
After 1 year	\$14.77	\$15.35	\$15.82
After 2 years	\$15.52	\$16.14	\$16.62
After 3 years	\$16.01	\$16.63	\$17.15
After 4 years	\$16.37	\$17.08	\$17.53
After 5 years	\$16.83	\$17.50	\$18.03
After 6 years	\$17.27	\$17.96	\$18.50
After 8 years	\$17.46	\$18.16	\$18.70
After 12 years	\$17.63	\$18.34	\$18.89
After 15 years	\$17.98	\$18.70	\$19.26
First Cook			
Start	\$14.07	\$14.63	\$15.07
After 1 year	\$14.93	\$15.53	\$16.00
After 2 years	\$15.72	\$16.35	\$16.84
After 3 years	\$16.23	\$16.88	\$17.39
After 4 years	\$16.61	\$17.27	\$17.79
After 5 years	\$17.11	\$17.79	\$18.32
After 6 years	\$17.64	\$18.35	\$18.90
After 8 years	\$17.79	\$18.50	\$19.06
After 12 years	\$17.97	\$18.69	\$19.25
After 15 years	\$18.32	\$19.05	\$19.62

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Groundskeeper			
Start	\$14.32	\$14.89	\$15.34
After 1 year	\$15.24	\$15.85	\$16.33
After 2 years	\$16.04	\$16.68	\$17.18
After 3 years	\$16.60	\$17.26	\$17.78
After 4 years	\$16.89	\$17.57	\$18.10
After 5 years	\$17.46	\$18.16	\$18.70
After 6 years	\$17.97	\$18.69	\$19.25
After 8 years	\$18.17	\$18.90	\$19.47
After 12 years	\$18.36	\$19.09	\$19.66
After 15 years	\$18.72	\$19.47	\$20.05
CPC Instrument Processing Tech			
Start	\$14.98	\$15.58	\$16.05
After 1 year	\$15.95	\$16.59	\$17.09
After 2 years	\$16.66	\$17.33	\$17.85
After 3 years	\$17.26	\$17.95	\$18.49
After 4 years	\$17.56	\$18.26	\$18.81
After 5 years	\$18.12	\$18.84	\$19.41
After 6 years	\$18.61	\$19.35	\$19.93
After 8 years	\$19.09	\$19.85	\$20.45
After 12 years	\$19.14	\$19.91	\$20.51
After 15 years	\$19.52	\$20.30	\$20.91
Driver/Material Handler			
Start	\$17.61	\$18.31	\$18.86
After 1 year	\$18.53	\$19.27	\$19.85
After 2 years	\$19.45	\$20.23	\$20.84
After 3 years	\$20.07	\$20.87	\$21.50
After 4 years	\$20.49	\$21.31	\$21.95
After 5 years	\$21.09	\$21.93	\$22.59
After 6 years	\$21.66	\$22.53	\$23.21
After 8 years	\$21.90	\$22.78	\$23.46
After 12 years	\$22.12	\$23.00	\$23.69
After 15 years	\$22.57	\$23.47	\$24.17

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Emergency Room Tech			
Start	\$14.27	\$14.84	\$15.29
After 1 year	\$15.16	\$15.77	\$16.24
After 2 years	\$15.83	\$16.46	\$16.95
After 3 years	\$16.40	\$17.06	\$17.57
After 4 years	\$16.66	\$17.33	\$17.85
After 5 years	\$17.17	\$17.86	\$18.40
After 6 years	\$17.71	\$18.41	\$18.97
After 8 years	\$17.86	\$18.57	\$19.13
After 12 years	\$18.01	\$18.73	\$19.29
After 15 years	\$18.38	\$19.12	\$19.69



Collective Bargaining Agreement

7981

Between

Children's Hospitals & Clinics

Minneapolis/St. Paul Campus

and

SEIU Local 113

Effective August 23, 2006
through
February 28, 2009



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EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23rd day of August 2006, by and between the undersigned Hospital, hereinafter referred to as either the "Employer" or as "Hospital," and its successors, and SEIU Local 113, hereinafter referred to as the "Union," and its successors.

Definitions - The term Employee shall include all of the following:

- Full Time: Those employees regularly scheduled to work 80 hours per pay period.
- Part Time: Those employees regularly scheduled to work less than 80 hours per pay period.
- Casual: Those employees with no regularly scheduled hours.

ARTICLE I: UNION REPRESENTATION

RECOGNITION

The Union shall be the sole representative of all the non-professional employees of said Employer in the classifications set forth in the wage schedule of this contract and within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties.

- (A) **NEW CLASSIFICATION OR TITLE** – In the event that a new or different nonprofessional classification or title is established which is not set forth in Article X hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, each party reserves the right to file a petition for unit clarification with the National Labor Relations Board. The National Labor Relations Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.
- (B) **CLASSIFICATION OR TITLE CHANGE** – No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, the notice shall specify in detail the proposed change, establishment, transfer or promotion.
- (C) **NO DISCRIMINATION** – There shall be no discrimination by the Union or the Employer against any employee because of membership or nonmembership in the Union or because of the assertion of rights afforded by this Agreement.

- (D) **NO CONTRADICTION RULE** – The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.
- (E) **STEWARDS—COMMITTEE** – The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business (for example, to distribute and share information to new members) during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished, in writing, to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing.

New Employee Orientation – Celebrating Children's Community – One (1) Union Steward shall be allowed thirty (30) minutes paid time for new employee orientation by attending Celebrating Children's Community from 12:00 – 12:30 pm in order to provide the Union welcome letter, the sign-up cards, union contract, and steward contact list. The Union will notify the Employer in advance of which Steward will attend.

Paid Steward Time – Local 113 Union Stewards shall receive one (1) hour of regular pay to attend monthly steward meetings.

- (F) **UNION SECURITY** – All employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (F) are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.

Any Union member, or employee electing to pay the representation enrollment and service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital without any notice to the delinquent employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Hospital of such delinquency. The Union shall save the Hospital harmless from any claims of an employee so terminated.

A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and SEIU Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

- (G) **DUES/FEE DEDUCTIONS** – The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.

- (H) **EMPLOYEE LISTS** – The Hospital shall furnish the Union a monthly list showing the names and addresses of new employees, classifications, number of hours regularly scheduled, dates of hire, and names and dates of termination of employees terminated, employee's social security number, and current rate of pay for each employee. The Hospital will also advise the Union of changes in the number of hours regularly scheduled to work by employees that would affect the amount of the service fee provided in this Agreement. The hospitals will also advise the Union of transfers into and out of the bargaining unit, changes in the number of hours worked by employees that would affect the amount of the service fee provided in this agreement. Each pay period the Hospital shall provide to the Union the name, identification number (as determined by the Hospital) gross pay per pay period, and dues deduction amount for all employees. On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), hire date, wage classification, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees.
- (I) **BULLETIN BOARDS** – Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other nonpatient, nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- (J) **PROBATIONARY PERIOD** – The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.
- (K) **LABOR/MANAGEMENT MEETINGS** – The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

Meetings will be held monthly by mutual agreement between the Union and individual Hospitals, or when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and Union's representatives in attendance.

- (L) **JOB DESCRIPTIONS** – The Hospitals agree to provide copies of job descriptions of 113 represented employees to the Union once per year or when substantial changes occur.

ARTICLE II: GRIEVANCE AND ARBITRATION

- (A) A grievance is limited to a dispute or controversy between an Employee (or Union) and the Employer relating to the interpretation of or application of the express terms and provisions of this Agreement.
- (B) Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within fourteen (14) calendar days following the actual date of such suspension or discharge.
- (C) The steps in the grievance procedure are as follows:

STEP 1 - The Employee, with or without a steward, will informally discuss the grievance with the Employee's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital's Human Resource Department. The written grievance must be received by the Hospital within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within 30 calendar days after the payday for the period during which the incident giving rise to the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital, the grievant (or mutually agreed upon number of representatives of a class grievance), and the Union (Business Agent and/or Steward) shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fourteen (14) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

STEP 3 ARBITRATION – In the event the grievance is not settled in Step 2 of this Article, and in any event not later than twenty (20) calendar days after receipt of the Employer's written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall delete first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

- (D) If the Union has made a timely request for arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.
- (E) In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay

owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. It shall be obligatory for the arbitrator to calculate any cost violations and render the double penalty decision where it is definitely and conclusively shown that such violation was deliberate. Reasonable evidence of clerical errors or honest mistake in interpretation shall exempt the Employer from the double penalty provisions, and in such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

ARTICLE III: WORKING CONDITIONS

- (A) **DINING - LOCKER FACILITIES** – Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.
- (B) **ACCIDENTAL BREAKAGE** – Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks equipment due to carelessness or negligence.
- (C) **RELIEF PERIODS** – All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.
- (D) **MAINTENANCE OF BENEFITS** – Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

ARTICLE IV: HOURS OF WORK AND OVERTIME

- (A) **WORKWEEK AND OVERTIME** – The regular pay period shall be eighty (80) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two-week pay period, overtime at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate shall be paid for such hours. Overtime payments shall not be duplicated. Paid sick leave, holiday and vacation hours shall be considered as hours of work for overtime purposes. An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight-time hourly rate for such excess hours.

If an employee is scheduled to work more than seven (7) consecutive days, regardless of the pay period, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours

worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

Change in Authorized Hours - Any part-time employee who is consistently scheduled and/or consistently works above their authorized hours for a period of six (6) months or more may request to have their authorized hours changed to reflect their actual hours worked up to 80 hours per pay period. The employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short-term vacation or sick coverage or medical leave. The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

Scheduling Pattern – The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week and/or additional weekend schedules.

Where employees elect to work pursuant to the general pattern of scheduling, the Hospital may schedule the Sundays off for such employee on the basis of either a Saturday-Sunday or a Sunday-Monday combination. Where employees elect to work pursuant to a scheduling pattern providing for nonconsecutive days off in the alternate week, such employees shall have two (2) weekends (Saturday and Sunday) off per calendar month.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

The scheduling provisions contained in this section (Article IV, Section A) shall not apply to part-time employees regularly scheduled to work forty (40) hours or less in a two-week pay period.

Where business needs allow, the hospital will attempt to maintain full time positions.

- (B) SCHEDULING GUARANTEE – Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.
- (C) WORKWEEK SCHEDULES TO CONFORM—NOTICES – Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

- (D) NO SPLIT SHIFTS – There shall be no split shifts; provided, however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations. Except in cases of emergency, employees shall not be required to return to work within twelve (12) hours following the end of the employee's regularly scheduled prior shift. Employees who agree to return in less than twelve (12) hours following the end of the employee's regularly scheduled prior shift shall be paid overtime at the rate of time and one-half (1- 1/2 times) for the hours worked between the time of return and the end of twelve (12) hour period. This provision shall not apply where employees trade hours or where the employee has requested the return in less than (12) hours.
- (E) OVERTIME SCHEDULING – Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday

hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

- (F) SENIORITY PREFERENCE – In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management.
- (G) FLEXIBLE SCHEDULING – The Hospital and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
 - (1) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.
 - (2) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40) an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double time.
 - (3) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.
 - (4) Sick leave shall be accrued at a rate proportionate to that specified in Article VI for employees who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
 - (5) Vacation shall accrue at the rate proportionate to that specified in Article VII for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article VII.

- (6) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.
- (H) EXTRA HOURS – The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees for whom the extra shift would be on a non-overtime basis and then by seniority to employees for whom the extra shift would be overtime. Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. A confirmed extra shift is one that has been offered and accepted. An indication of availability is not a confirmation of an extra shift. Individual hospitals shall meet with the Union to develop a policy that provides for the consistent application of this section including short-notice need.
- (I) CASUAL WORK AGREEMENT – Casuals must be available to work a minimum of one shift per month. Each Hospital may increase this requirement based on need. Hospitals will provide notice as outlined in Article IV (C).
- (J) POSTING OF WORK SCHEDULES – The Hospitals shall post work schedules a minimum of fourteen (14) calendar days in advance.

ARTICLE V: HOLIDAYS

- (A) HOLIDAY PAY/EMPLOYEE PREFERENCE DAY OFF/EXTRA DAY – All full time employees shall be paid for the following nine (9) holidays if not worked: New Year's Day, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the two (2) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the five (5) holidays, exclusive of the floating holidays, at the employee's option, may receive another day off with pay or, in lieu thereof, be paid at the rate of double time for the work performed on such holiday.

New Year's Day and Christmas Day: For purposes of this Article, Christmas Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 24; through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and

December 31 respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift worked during the 32 hour period. Employees may elect to receive eight (8) hours pay in lieu of the compensatory day off.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

Employees who are absent from work without good cause on a regularly scheduled workday prior to or after the holiday shall not be eligible for holiday pay. If any full time employee's day off falls on a holiday, then the employee shall, at the employee's option receive holiday pay for such holidays or in lieu thereof, an additional day off within a two week period.

Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.

- (B) **PART TIME PRORATED HOLIDAY PAY** – Part time employees regularly scheduled to work twenty (20) hours or more per week shall receive holiday pay for time worked on the holidays listed above, and shall also receive two (2) personal floating holidays subject to the provisions of paragraph (A) above.

Part time employees regularly scheduled to work less than twenty (20) hours per week shall be paid at the rate of double time for the time worked on the holidays listed in Section (A), excluding the personal floating holidays.

- (C) **FLOATING HOLIDAY—10-YEAR EMPLOYEE** - All employees regularly scheduled 20 hours per week or more and with a minimum of ten (10) calendar years or more of employment since their most recent hire date will receive an additional floating holiday to be taken at a time mutually agreed upon between the individual and the Hospital.
- (D) **ILLNESS OR DISABILITY—EXTRA DAY OFF** – If an employee shall be sick or disabled on a holiday, the employee shall receive sick pay as herein provided and be entitled to an additional day off in lieu of said holiday.

ARTICLE VI: SICK LEAVE/LEAVES OF ABSENCE

- (A) **SICK LEAVE** – Each employee shall accumulate paid sick leave on the basis of one (1) day per each month of service, up to a maximum of ninety (90) days. All sick leave to which an employee is entitled and which is not used shall be credited to the employee cumulatively during the employee's period

of employment. Employees who have more than sixty (60) days accrued sick leave as of March 1, 1986 may use the amount accumulated. Upon termination, an employee shall be paid a maximum of ten (10) days accumulated sick pay at the rate of one (1) day for each six (6) months employment for which no sick leave is used. Such six (6) month period shall be from the last date sick leave is used.

New employees shall accumulate one (1) day of sick leave per month from the first (1st) day of employment. Eligibility for used sick leave shall not begin until after the completion of the sixty (60) day probationary period for full time employees and ninety (90) day probationary period for part time employees and shall apply to illness occurring after the first (1st) sixty (60) or ninety (90) days of employment whichever is applicable.

- (B) **PART TIME CREDIT** – Part time employees shall accumulate sick leave at the rate of eight (8) hours credit for each 173.3 hours actually worked up to a maximum of ninety (90) days. Sick leave shall be paid to the part time employee only when the illness or disability falls on the employee's regularly scheduled workday and only for the number of hours regularly scheduled for the day on which the illness occurs.
- (C) To be allowed sick leave with pay, an employee must notify the employee's department head of illness or disability at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of the employee's working day or as soon thereafter as possible and shall submit proof of sickness or disability to the Employer, if requested, for employees who are in the disciplinary process for absenteeism or where the Hospital has a reasonable basis to question the employee's absence. For the purpose of granting or denying the payment of sick leave, requests for proof of sickness or disability will be made in advance of the absence.

Sick leave benefits shall be based on length of service with the Hospital regardless of any change of classification.

- (D) **ILLNESS/DISABILITY LEAVE** – Upon completion of the probationary period as set forth in Article I (I) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Sick leave payments as provided in this Article shall

be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.

- (E) **JURY DUTY** – When an employee receives notice of jury duty, the employee shall notify the employee's supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the employee's jury duty does not conflict; provided, however the employee will not be required to work later than 7:00 p.m. on any day the employee was requested to report for jury duty. Any reasonable rearrangement of work hours including re shifting of other employees for that purpose, will be made. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by the employee's jury check. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.
- (F) **BEREAVEMENT LEAVE** – A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of making arrangements and/or attending the funeral or memorial service of the deceased. Such days off shall be consecutive with one of the days being the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. Such request for different days off will not be unreasonably denied.
- (G) **MILITARY LEAVE** – Employees shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated vacation or a personal holiday during such leave.
- (H) **OTHER LEAVES OF ABSENCE** – Requests for leaves of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Hospital. Such requests may be granted at the discretion of the Hospital.
- (I) **REPLACEMENT FOR ON LEAVE EMPLOYEES** – With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.

- (J) SENIORITY DURING LEAVES OF ABSENCE – There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments, vacation or sick leave shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.
- (K) PART TIME SICK LEAVE ACCRUAL – This Article shall apply only to those part time employees defined herein as scheduled to work twenty (20) or more hours per week and their maximum accumulation of benefits as set forth in this Article shall not be in excess of their scheduled number of hours in any two week period bears in ratio to eighty (80) hours in the same two week period.

ARTICLE VII: VACATION

- (A) ACCUMULATION—ONE YEAR TO TWENTY YEARS – Each employee who has been in the employ of the Hospital for one (1) year or more and has accrued 1,600 or more compensated hours in the year prior to the employee's anniversary date of hire shall receive the following vacation:

- (1) After one (1) year of employment, two (2) weeks (10 days) vacation with full pay.
- (2) After five (5) years of employment, three (3) weeks (15 days) vacation with full pay.
- (3) After ten (10) years of employment, four (4) weeks (20 days) vacation with full pay.
- (4) After fifteen (15) years of employment, 21 days vacation with full pay.
- (5) After sixteen (16) years of employment, 22 days vacation with full pay.
- (6) After seventeen (17) years of employment, 23 days vacation with full pay.
- (7) After eighteen (18) years of employment, 24 days vacation with full pay.
- (8) After nineteen (19) years of employment, 25 days vacation with full pay.

Additional vacation hours accrued as a result of reaching fifteen (15) or more years of employment shall not be taken between Memorial Day and Labor Day unless agreed upon between the employee and the Hospital.

- (B) ACCUMULATION LESS THAN ONE YEAR – Each employee who is not eligible for vacation under paragraph (A) and has accrued not less than 800

compensated hours in the year prior to the Employees anniversary date of hire shall receive one (1) week (5 days) of vacation for the first 800 compensated hours, plus one (1) day of vacation for each additional 173.3 compensated hours, up to a maximum of two (2) weeks (10 days) vacation.

- (C) MAY 1 ANNIVERSARY – Employees hired on or before November 1, 1974 shall have an anniversary date of employment of May 1 for purposes of vacation eligibility.
- (D) VACATION PERIOD—SENIORITY—PAYMENTS – The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. All vacation requests made during this period that include a holiday must include two (2) vacation days adjacent to the holiday. The Hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation. Employees shall be allowed to carry over up to five (5) days forty (40) hours of vacation into the next vacation year. Full time employees who have completed six (6) months of employment shall be eligible to use up to one (1) week of paid vacation.
- (E) TERMINATION—PAID ACCRUAL – Employees who have completed at least one (1) year of service and have quit after giving the notice required by Article IX hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of termination or layoff.
- (F) HOLIDAY OCCURRENCE – If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.
- (G) ILLNESS OCCURRENCE – If an employee becomes ill or disabled during vacation, the employee shall be paid sick pay upon certification by a competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (D) of this Article.
- (H) LENGTH OF SERVICE – Vacation benefits shall be based on length of service with the Hospital regardless of any change of classification.

ARTICLE VIII: SENIORITY

- (A) **DEFINITION** – Seniority shall be based on an Employee's compensated hours accrued with the Hospital after the most recent date of employment. Compensated hours shall exclude overtime for all hours on and after March 1, 1991. Employee's voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of the employee's job shall be deemed to be involuntarily transferred. The Hospital will indicate on its records whether a change of classification is voluntary or involuntary.
- (B) **ESTABLISHMENT AND POSTING OF SENIORITY LIST** – Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. If the Hospital's records do not reflect compensated hours for past years, employees will be credited with compensated hours on the basis of two thousand eighty (2,080) compensated hours for each year of full time service and one thousand forty (1,040) hours for each year of part time service. Parts of a year for either full time or part time service shall be prorated. There shall be no break in seniority during the period of a leave of absence.

On or before January 10 of each year, such seniority lists shall be revised and posted on department and general Hospital bulletin boards and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union.

- (C) **LAYOFF AND RECALL** – In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

- (D) **REDUCTION OTHER THAN LAYOFF** – In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following order will be used:

(1) Employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the available work. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work.

- (2) Employees will be cancelled in the following order:

(a) Outside Staffing Agency Employees

(b) Overtime Shifts

(c) Bonus Shifts

(d) Voluntary Absence Days - Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns and procedures established for that unit and/or shift by the Employer.

(e) Extra Shifts – This will be done by reverse seniority between casuals and part-time employees.

(f) Low Need Days – When the need is not met by the above, then a full-time or part-time employee will have one of their regularly scheduled authorized shifts (shifts that are part of their authorized FTE) reduced by reverse order of seniority.

- (3) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee:

(a) Sick Leave

(b) Vacation

(c) Health Insurance

- (d) Life Insurance
- (e) Dental Insurance
- (f) Salary Increments
- (g) Seniority
- (h) Pension

In the event a full time employee has the employee's hours involuntarily reduced under Article VIII (D) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of the Section. If the employee does not receive at least one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hour's pay in lieu thereof.

- (E) **JOB VACANCIES** – Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five calendar day posting period will be considered.

Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article II.

In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference. In the event that the vacant or new position cannot be filled with a qualified employee from that classification then qualified applicants from other

classifications within the bargaining unit will be considered based on bargaining unit seniority.

- (F) **TEMPORARY VACANCIES** – Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this Section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Hospital will re-post that position.
- (G) Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

ARTICLE IX: CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE

- (A) **NO DISCHARGE WITHOUT JUST CAUSE** – The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or infraction of rules directly affecting patient comfort or safety shall be considered grounds for discharge.
- (B) **NOTICE OF CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE** – A written notice of any corrective/disciplinary action shall be given to the employee. Verbal warnings shall be confirmed in writing. A copy of any suspension or discharge notice shall be sent to the Union, and copies of verbal or written warnings shall be furnished to the Union upon request. The Union may file a grievance relating to such corrective/disciplinary action. Such grievance must be filed consistent with the Grievance and Arbitration Procedure, except that a suspension or discharge may be initiated at Step 2.
- (C) **SUSPENSION—TIME LIMITS** – Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) **EMPLOYEE NOTICE OF QUIT** – Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days notice, in writing, of intention to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.

- (E) **JUSTIFIED - UNJUSTIFIED SUSPENSION OR DISCHARGE** – An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge. If the specified grounds for discharge are found to be unjustified, the employee shall be reinstated with full pay for the time of suspension and without loss of seniority or other rights and privileges.

ARTICLE X: WAGES

- (A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached at the end of the Agreement.

First Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified;

Second Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2007; and

Third Year: A three percent (3%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2008.

- (1) Lead Pay – If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five (\$.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article VIII(E). Qualifications and clearly defined duties for the job shall be posted by the Employer.
- (2) Preceptor Pay –Should the Hospital establish a preceptor position for any of the classifications listed in this Agreement, the rate of pay for such preceptor classification shall be seventy-five cents (\$.75) per hour above the rate of pay for the applicable classification. The following guidelines apply to the establishment of a preceptor position:
- preceptor(s) to be selected and scheduled by the Hospital
 - all employees identified as preceptor(s) may be required to complete certified preceptor training program prior to assignment

- employees acting as preceptor(s) will provide written assessments to management
 - employees will be paid only when acting as a preceptor for an entire scheduled shift
- (3) Training Pay – any employee selected and scheduled by the hospital for the duty of training another employee for a period of two (2) hours or more will receive training pay at the rate of seventy-five cents (\$.75) per hour.
- (4) Student Vacation Replacement – Students may be hired as temporary summer vacation replacements for a maximum period of one hundred twenty (120) calendar days during the period May 15 through September 15 of each year. Such employees shall be paid a minimum rate as set forth below, but will receive no other benefits provided by this Agreement.
- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum of nine dollars and eighty cents (\$9.80) per hour;
 - Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and,
 - Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour.

If a student hired under this paragraph is retained after the September 15 date, such student shall receive credit for all seniority accrued from the date of employment. Consistent with staffing patterns, regular employees will be given the opportunity to request added hours to cover the need for vacation replacements.

- (5) Casual and Part Time Employees Regularly Scheduled to Work 32 Hours or Less Per Pay Period - Such employees shall be paid a minimum rate as set forth below:
- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum rate of nine dollars and eighty cents (\$9.80) per hour.
 - Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum rate of ten dollars and nineteen cents (\$10.19) per hour; and,

- Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum rate of ten dollars and fifty cents (\$10.50) per hour.

- (6) No benefits shall be received by part time employees who are regularly scheduled for less than forty (40) hours per pay period and by casual employees except the holiday benefits for holidays worked as provided in Article V (B), the vacation benefit as provided in Article VII (B), and the uniform benefit as provided for in Article XVIII.

A casual or part time employee who works 1,000 hours during any anniversary year for that employee will receive the starting rate of pay for the employee's classification effective the first pay period after the employee has worked said 1,000 hours. In addition, a casual/part time employee who has accrued 2,080 compensated hours will be placed at the starting rate of pay for the employee's classification and in both cases such employees will thereafter receive length of service increases as provided in this Article X.

The provisions of this paragraph shall apply only to the classifications of parking lot attendant, dietary aide, and all other classifications grouped with the dietary aide classification, and those department aides who are paid at the same rate as dietary aides.

The Hospital shall provide the Union a listing each month of the hours worked by all employees covered by this Agreement.

- (B) HIGHER RATES MAY BE PAID – A higher rate than the minimum pay set forth above may be paid to the employee if the Hospital so desires.
- (C) WAGE INCREMENTS—FULL TIME/PART TIME – Wage increments for full time employees shall be based on length of service with the Hospital. Wage increments for part time employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.
- (D) LENGTH OF SERVICE INCREASES – Length of service increases shall be applicable to all regular employees in the classifications as listed in Appendix A, working four (4) or more hours per day.

(E) **SHIFT DIFFERENTIAL PAY—**

Nights – third (3rd) shift:

The shift differential shall be seventy cents (\$.70) per hour for the night shift.

The night shift differential shall be paid for any shift where the majority of hours scheduled occurs after 11:00 p.m.

Evenings – second (2nd) shift:

The evening shift differential shall be sixty cents (\$.60) per hour

The evening shift differential shall be paid for any shift where the majority of hours scheduled occurs after 3:00 p.m.

- (F) **WEEKEND PREMIUM PAY -** Employees regularly scheduled twenty (20) hours per week or more with a minimum of ten (10) years of employment since their most recent date of hire shall receive fifty cents (\$.50) per hour for six (6) consecutive weekend shifts starting with the Saturday morning day shift.
- (G) **ADVANCE NOTICE—FOUR HOUR WORK GUARANTEE –** Employees required to report for work will be guaranteed at least four (4) hours work. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.
- (H) **ON CALL EMPLOYEES –** Employees who are notified or alerted to be "On Call" shall receive one fourth (1/4) pay for any hours awaiting such call.
- (I) **PAY DAYS—EMPLOYER COMPUTATIONS –** Definite paydays shall be established, preferably semimonthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take home pay, if requested. An employee whose regular day off falls on a payday shall receive the employee's paycheck, if available, on the last scheduled workday before such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.
- (J) **PAYROLL ERROR –** An Employer payroll error amounting to fifty dollars (\$50.00) or more in gross pay shall be corrected within two (2) working days (Monday - Friday) from the time the employee requests a correction.

ARTICLE XI: HEALTH AND WELFARE BENEFITS

- (A) **HOSPITALIZATION/MEDICAL AND SURGICAL BENEFITS –** Full time and part time employees regularly scheduled to work twenty (20) hours or more

per week may elect to be covered under the Hospital's non-contract hospitalization medical and surgical program as it may be amended from time to time by the Hospital.

- (1) Employee Coverage – The Hospital shall pay toward single employee coverage eighty-five percent (85%) of the monthly rate.
 - (2) Dependency Coverage – All eligible employees may elect to be covered by the dependency provisions of the plan. Effective June 1, 2003, the Hospital shall pay 70% of the total cost of dependency coverage (employee and dependent). Effective with the first of the month after the contract is ratified, the Hospital will contribute 75% of the total cost of dependency coverage (employee and dependent). The amount to be paid by the Hospital shall be applied to any plan selected by the employee if more than one option is available.
 - (3) HMO Coverage – The Hospital may offer employees any health maintenance organization (HMO) plan, and the dollar amount employees are eligible to have applied toward the noncontract plan may be applied to such HMO.
 - (4) Eligibility for Coverage – Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.
- (B) **SHORT-TERM DISABILITY** – Employees regularly scheduled 20 hours per week or more shall receive one hundred eighty dollars (\$180.00) per week on a pro-rated basis commencing the twentieth (20th) day of a disability or after all allowable sick leave, has been utilized, whichever occurs later. Disability payments shall be made for a maximum period of twenty six (26) weeks.
- Effective March 1, 2000, employees regularly scheduled 20 hours per week or more shall receive fifty percent (50%) of their authorized weekly gross compensation for short-term disability commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later.
- (C) **LIFE INSURANCE** – The Hospital shall provide and pay the cost of a group life insurance plan providing \$50,000 in coverage to all employees regularly scheduled to work twenty (20) hours or more per week subject to benefit reductions post age 65. Employees must have completed at least sixty (60) days of employment.
- (D) **DENTAL INSURANCE** – The Hospital will pay the full cost of a single employee dental insurance program for all employees who are regularly

scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.

- (E) GENERAL – All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.

Application forms for such coverage and claim forms for such benefits shall be supplied to the Union by the Hospital.

- (F) PAID TIME OFF – Negotiations for a paid time off (PTO) program may take place during the term of the Contract by mutual agreement between the Union and an individual Hospital or Hospitals interested in establishing such plan. The PTO Plan may be structured to substitute a specific number of paid days off in lieu of some or all of the existing vacation, holiday, or sick leave provisions contained in this Agreement. No PTO plan would be put into effect without the Union calling for a vote by the membership in the individual Hospitals.

ARTICLE XII: PENSION BENEFITS

- (A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

Effective March 1, 2006	\$.47 per hour
Effective March 1, 2007	\$.50 per hour
Effective March 1, 2008	\$.56 per hour

- (B) The Hospital shall pay from the employee's date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays, paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthdate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

- (C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.
- (D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals' representative, Labor Relations Board of the Minnesota Hospital Association (MHA). In the event other hospitals, not members of Labor Relations Board of MHA, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made as provided for in Article II.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

- (E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
- (F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon

prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

ARTICLE XIII: SOCIAL SECURITY BENEFIT

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

ARTICLE XIV: HEALTH AND SAFETY

It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

The Hospital will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

Bargaining unit employees designated by Local 113 in such numbers as agreed upon by the Union and Employer may participate as members of the Hospital's Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

ARTICLE XV: NO STRIKE/NO LOCKOUT

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article II.

ARTICLE XVI: EDUCATIONAL DEVELOPMENT

- (A) The Hospital shall pay all employees regularly scheduled to work twenty (20) or more hours per week, minimum reimbursement in the amount of seventy five percent (75%) of tuition and required fees and books up to two thousand dollars (\$2,000) per year for educational development under the following circumstances:
- (1) The employee must apply in advance in writing, specifying the course, institute, workshop, in service training, or class the employee wishes to attend.
 - (2) Such education must be health care related and approved by the Hospital.
 - (3) Payment shall be made upon satisfactory completion of the approved educational unit.
 - (4) An employee must be employed by the Hospital for a period of six (6) months before the Employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid thereunder to the extent that they do not continue to, or make themselves available to return to, work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due the Hospital under this Section may be deducted from the employee's final paycheck.
- (B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

ARTICLE XVII: SEIU COPE LANGUAGE

The Employer agrees to deduct and transmit to SEIU Local 113, COPE, \$_____ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 113. These transmittals shall occur for each payroll period and shall be

accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE XVIII: UNIFORM ALLOWANCE

If the Hospital requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design or material, then the Employer shall furnish the same without cost to the full time employee or pay to such employee a uniform allowance in the amount of one hundred five dollars (\$105.00) per year. Effective March 1, 2004, the uniform allowance will be one hundred and thirty dollars (\$130) per year.

Effective March 1, 2004, the uniform allowance amounts listed above for full time employees have been amended according to the following schedule:

- | | |
|---|----------|
| • Hire date of March, April or May | \$130.00 |
| • Hire date of June, July or August | 97.50 |
| • Hire date of September, October or November | 65.00 |
| • Hire date of December, January or February | 32.50 |

Part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance of one hundred five dollars (\$105.00) and subsequent payments of seventy-eight dollars and seventy-five cents (\$78.75) per year. Effective March 1, 2004, the initial uniform allowance will be one hundred and five dollars (\$105.00) per year and subsequent payments of one hundred dollars (\$100.00) per year.

All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week, shall receive an initial uniform allowance according to this schedule. An employee hired during the months of March, April, or May shall receive an initial allowance of one hundred five dollars (\$105.00); an employee hired during the months of June, July, or August shall receive an initial allowance of seventy-eight dollars and seventy-five cents (\$78.75); an employee hired during the months of September, October, or November shall receive an initial allowance of fifty-two dollars and fifty cents (\$52.50); and, an employee hired during the months of December, January, or February shall receive an initial allowance of twenty-six dollars and twenty-five cents (\$26.25). On March 1 following the initial date of employment, employees shall receive subsequent allowances as set forth above.

For employees who work less than twenty (20) hours per week, the Hospital, at its discretion shall either furnish one (1) uniform each contract year or provide an annual uniform allowance of forty five dollars (\$45.00). The employee shall return the uniform to the Hospital upon termination of employment.

All uniform allowance will be subject to the appropriate taxes.

Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.

If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be on the employee at the employee's expense.

ARTICLE XIX: EFFECT OF HEADINGS

The headings of all articles, paragraphs and subparagraphs of this agreement are inserted for convenience for reference only, and shall not affect the construction, or interpretation of this Agreement.

ARTICLE XX: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, has the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

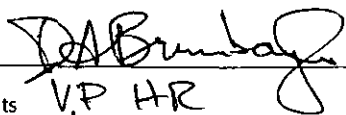
ARTICLE XXI: DURATION AND RENEWAL OF AGREEMENT

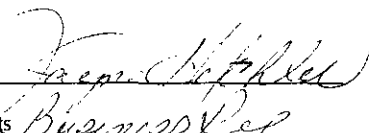
Except as otherwise provided, this Agreement shall be effective from August 23, 2006, through and including February 28, 2009. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2009 or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

CHILDREN'S HOSPITALS & CLINICS
MINNEAPOLIS/ST. PAUL CAMPUS

SEIU LOCAL 113

By 
Its VP HR

By 
Its Business Rep

Date November 3, 2006

Date Oct 24, 2006

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this 8th day of September, 1999.

s/ Brock Nelson
HOSPITAL ADMINISTRATOR

s/ Kathy Fodness
KATHY FODNESS
MINNESOTA'S HEALTH CARE UNION
SEIU, LOCAL 113 AFL/CIO

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1996 negotiations regarding 20 year employees. The intent of this Letter of Understanding is to provide an opportunity for straight day shifts and/or no weekend shifts to 20-year employees when that becomes possible. When a request is made by an employee, the parties will confer to determine the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell
Patrick J. McDonnell
VP, Labor Relations
Labor Relations Board
Minnesota Hospital and Healthcare Partnership

s/ Kathy Fodness
KATHY FODNESS
Minnesota's Health Care Union,
Local No. 113, SEIU, AFL CIO/CLC
Service Employees

LETTER OF UNDERSTANDING

It is the understanding of the parties that the individual employers will provide a voice mailbox for Local 113 stewards to access in the handling of their duties as steward. Additionally, the individual Hospital shall meet with the Union to determine possible office and/or storage space for the use of Local 113 stewards.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell

Labor Relations Board

s/ Kathy Fodness

Kathy Fodness

SEIU Local 113

LETTER OF UNDERSTANDING

It is the understanding of the parties that selection criteria for Preceptor(s) is to be developed prior to March 1, 2000, by the individual employers through the Labor-Management process.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell
Labor Relations Board

s/ Kathy Fodness

Kathy Fodness
SEIU Local 113

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 2003 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation or service in the armed services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings.

Signed this 7th day of October, 2003.

s/ David Brumbaugh
Hospital Administrator

s/ Kathy Fodness
Kathy Fodness, Minnesota's
Health Care Union, SEIU,
Local 113

LETTER OF UNDERSTANDING
between
Children's Hospitals and Clinics
and
SEIU Local 113
Covering Vacancies in Posted Schedules

A. Nursing Departments

Final Schedule:

1. Two (2) weeks prior to the first working day of the schedule (see example), the Final Schedule will be posted on each unit.
2. CSAs will have the opportunity to continue to sign up for extra shifts in the Availability Book located in the Staffing Office. Again, it is the responsibility of the CSA to indicate availability using this book.
3. 72 hours prior to the day shift will be worked (Tuesday for all shifts on Friday), the Staffing Office will begin confirming extra shifts (straight and overtime) from the Availability Book using house-wide seniority. After that 72-hour period, any short-term that arise shall be awarded by seniority from the Availability Book. If the shift still remains unfilled, then go to a first come, first serve basis.
4. Straight time coverage from the Availability Book will have precedence over overtime.
5. An employee may indicate unit preference in the Availability Book but this is not guaranteed. The confirmation confirms the shift not the unit.

B. All Other Departments

1. Extra available hours shall be posted with the final work schedule.
2. Employees sign up for extra shifts in the department's Availability Book.
3. 3 days prior to the day a shift will be worked (Tuesday for all shifts on Friday), the department will begin confirming extra shifts first by seniority for employees who are qualified to perform the work (straight time before overtime). After that initial 3-day period, any short-term that arise shall be awarded by seniority from the Availability Book by classification and then department-wide as listed

above. If the shift still remains unfilled, then go to a first come, first serve basis.

By s/ David Brumbaugh
Children's Hospitals & Clinics

By s/ Dianne Edwards
SEIU Local 113

Date 09/10/03

Date 09/09/03

LETTER OF UNDERSTANDING

Health Care Cost Containment Committee

In our recently completed negotiations, the parties have agreed to create a SEIU Local 113 Health Care Cost Containment Committee ("Committee") which shall be created to explore ways of containing health care cost increases for employees. The Committee shall function on a multi-employer basis which means that meetings of the Committee shall include all members of the Twin Cities Hospitals multi-employer group.

The Committee will be comprised of one union member from each hospital of the multi-employer hospital group and such designated union business agents as the Union shall assign. The Hospitals shall be represented by such designated representatives as they shall assign.

This Committee will commence its discussions within thirty (30) days of March 1, 2007. Monthly meetings will be held at sites to be agreed upon. The work of this Committee shall be completed by February 1, 2008, at which time the Committee will cease to function. This Committee may be extended by the mutual written agreement of the parties. Time spent by employees serving on this Committee will be considered paid time.

CHILDREN'S HOSPITALS & CLINICS SEIU LOCAL 113
MINNEAPOLIS/ST. PAUL CAMPUS

By [Signature] By [Signature]
Its VP HR Its Business Rep
Date November 3, 2006 Date Oct 27, 2006

LETTER OF UNDERSTANDING

Parking Costs

The Hospital agrees, that effective March 1, 2007, it will not increase the parking cost to employees over those that existed on February 28, 2007, and this cost cap will continue through December 31, 2008, at which time this agreement not to increase parking cost to employees will expire and the Hospital shall then be entitled to unilaterally adjust parking charges for employees covered by this contract as the Hospital has done historically. This letter of understanding will expire as of January 1, 2009. It is understood and agreed that this letter of understanding will only apply to employees who park in areas designated as areas of employee parking with designated employee parking rates and will not apply to Hospital parking areas available to the public.

CHILDREN'S HOSPITALS & CLINICS
MINNEAPOLIS/ST. PAUL CAMPUS

SEIU LOCAL 113

By [Signature]
Its VP HR

By [Signature]
Its Business Rep

Date November 3, 2006

Date Oct 27, 2006

APPENDIX A – WAGES

CHILDREN'S HOSPITALS & CLINICS - MINNEAPOLIS CAMPUS WAGE RATES

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Dietary Aide			
Housekeeping Aide			
Linen Aide			
Yardperson			
Casual PT paid at \$8.37/hour	\$9.80	\$10.19	\$10.50
Start	\$12.47	\$12.97	\$13.36
After 1 year	\$13.32	\$13.85	\$14.27
After 2 years	\$14.03	\$14.59	\$15.03
After 3 years	\$14.50	\$15.08	\$15.53
After 4 years	\$14.82	\$15.41	\$15.87
After 5 years	\$15.30	\$15.91	\$16.39
After 6 years	\$15.78	\$16.41	\$16.90
After 8 years	\$15.91	\$16.55	\$17.05
After 12 years	\$16.08	\$16.72	\$17.22
After 15 years	\$16.39	\$17.05	\$17.56
Transport Aide/Anesthesia Aide			
Start	\$12.59	\$13.09	\$13.48
After 1 year	\$13.47	\$14.01	\$14.43
After 2 years	\$14.13	\$14.70	\$15.14
After 3 years	\$14.68	\$15.27	\$15.73
After 4 years	\$14.93	\$15.53	\$16.00
After 5 years	\$15.45	\$16.07	\$16.55
After 6 years	\$16.00	\$16.64	\$17.14
After 8 years	\$16.12	\$16.76	\$17.26
After 12 years	\$16.29	\$16.94	\$17.45
After 15 years	\$16.61	\$17.27	\$17.79
Materials Management Aide			
Start	\$12.69	\$13.20	\$13.60
After 1 year	\$13.53	\$14.07	\$14.49
After 2 years	\$14.30	\$14.87	\$15.32
After 3 years	\$14.79	\$15.38	\$15.84
After 4 years	\$15.11	\$15.71	\$16.18
After 5 years	\$15.58	\$16.20	\$16.69
After 6 years	\$16.12	\$16.76	\$17.26
After 8 years	\$16.24	\$16.89	\$17.40
After 12 years	\$16.41	\$17.07	\$17.58
After 15 years	\$16.74	\$17.41	\$17.93

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Bldg Maint Mechanic I			
Case Cart Aide			
Start	\$13.00	\$13.52	\$13.93
After 1 year	\$13.83	\$14.38	\$14.81
After 2 years	\$14.56	\$15.14	\$15.59
After 3 years	\$15.05	\$15.65	\$16.12
After 4 years	\$15.39	\$16.01	\$16.49
After 5 years	\$15.86	\$16.49	\$16.98
After 6 years	\$16.36	\$17.01	\$17.52
After 8 years	\$16.53	\$17.19	\$17.71
After 12 years	\$16.69	\$17.36	\$17.88
After 15 years	\$17.02	\$17.70	\$18.23
Environmental Services Assoc.			
Start	\$13.06	\$13.58	\$13.99
After 1 year	\$13.90	\$14.46	\$14.89
After 2 years	\$14.62	\$15.20	\$15.66
After 3 years	\$15.10	\$15.70	\$16.17
After 4 years	\$15.42	\$16.04	\$16.52
After 5 years	\$15.89	\$16.53	\$17.03
After 6 years	\$16.37	\$17.02	\$17.53
After 8 years	\$16.52	\$17.18	\$17.70
After 12 years	\$16.68	\$17.35	\$17.87
After 15 years	\$17.01	\$17.69	\$18.22
Nursing Assistant			
Start	\$13.05	\$13.57	\$13.98
After 1 year	\$13.93	\$14.49	\$14.92
After 2 years	\$14.59	\$15.17	\$15.63
After 3 years	\$15.14	\$15.75	\$16.22
After 4 years	\$15.39	\$16.01	\$16.49
After 5 years	\$15.91	\$16.55	\$17.05
After 6 years	\$16.45	\$17.11	\$17.62
After 8 years	\$16.59	\$17.25	\$17.77
After 12 years	\$16.75	\$17.42	\$17.94
After 15 years	\$17.09	\$17.77	\$18.30

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Cook			
Start	\$13.42	\$13.96	\$14.38
After 1 year	\$14.28	\$14.85	\$15.30
After 2 years	\$15.03	\$15.63	\$16.10
After 3 years	\$15.59	\$16.21	\$16.70
After 4 years	\$15.91	\$16.55	\$17.05
After 5 years	\$16.42	\$17.08	\$17.59
After 6 years	\$16.93	\$17.61	\$18.14
After 8 years	\$17.09	\$17.77	\$18.30
After 12 years	\$17.26	\$17.95	\$18.49
After 15 years	\$17.62	\$18.32	\$18.87
Housekeeping/Floor Care Ass't			
Start	\$13.74	\$14.29	\$14.72
After 1 year	\$14.61	\$15.19	\$15.65
After 2 years	\$15.36	\$15.97	\$16.45
After 3 years	\$15.91	\$16.55	\$17.05
After 4 years	\$16.23	\$16.88	\$17.39
After 5 years	\$16.75	\$17.42	\$17.94
After 6 years	\$17.26	\$17.95	\$18.49
After 8 years	\$17.43	\$18.13	\$18.67
After 12 years	\$17.61	\$18.31	\$18.86
After 15 years	\$17.96	\$18.68	\$19.24
Clinical Support Associate			
Start	\$13.79	\$14.34	\$14.77
After 1 year	\$14.68	\$15.27	\$15.73
After 2 years	\$15.35	\$15.96	\$16.44
After 3 years	\$15.92	\$16.56	\$17.06
After 4 years	\$16.21	\$16.86	\$17.37
After 5 years	\$16.74	\$17.41	\$17.93
After 6 years	\$17.30	\$17.99	\$18.53
After 8 years	\$17.42	\$18.12	\$18.66
After 12 years	\$17.59	\$18.29	\$18.84
After 15 years	\$17.93	\$18.65	\$19.21

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
First Cook			
Start	\$14.07	\$14.63	\$15.07
After 1 year	\$14.93	\$ 5.53	\$16.00
After 2 years	\$15.72	\$ 6.35	\$16.84
After 3 years	\$16.23	\$ 6.88	\$17.39
After 4 years	\$16.61	\$ 7.27	\$17.79
After 5 years	\$17.11	\$ 7.79	\$18.32
After 6 years	\$17.64	\$ 8.35	\$18.90
After 8 years	\$17.79	\$ 8.50	\$19.06
After 12 years	\$17.97	\$ 8.69	\$19.25
After 15 years	\$18.32	\$ 9.05	\$19.62

**Case Cart Tech
Anesthesia Technician
Operating Room Technician**

Start	\$14.99	\$15.59	\$16.06
After 1 year	\$15.95	\$15.59	\$17.09
After 2 years	\$16.73	\$17.40	\$17.92
After 3 years	\$17.27	\$17.96	\$18.50
After 4 years	\$17.67	\$18.38	\$18.93
After 5 years	\$18.18	\$18.91	\$19.48
After 6 years	\$18.74	\$19.49	\$20.07
After 8 years	\$18.86	\$19.61	\$20.20
After 12 years	\$19.04	\$19.80	\$20.39
After 15 years	\$19.43	\$20.21	\$20.82

Warehouse II

Start	\$15.26	\$15.87	\$16.35
After 1 year	\$16.13	\$16.78	\$17.28
After 2 years	\$16.92	\$17.60	\$18.13
After 3 years	\$17.56	\$18.26	\$18.81
After 4 years	\$17.89	\$18.61	\$19.17
After 5 years	\$18.40	\$19.14	\$19.71
After 6 years	\$18.96	\$19.72	\$20.31
After 8 years	\$19.18	\$19.95	\$20.55
After 12 years	\$19.36	\$20.13	\$20.73
After 15 years	\$19.75	\$20.54	\$21.16

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Driver Light "A"			
Start	\$17.61	\$18.31	\$18.86
After 1 year	\$18.53	\$19.27	\$19.85
After 2 years	\$19.45	\$20.23	\$20.84
After 3 years	\$20.07	\$20.87	\$21.50
After 4 years	\$20.49	\$21.31	\$21.95
After 5 years	\$21.09	\$21.93	\$22.59
After 6 years	\$21.66	\$22.53	\$23.21
After 8 years	\$21.90	\$22.78	\$23.46
After 12 years	\$22.12	\$23.00	\$23.69
After 15 years	\$22.57	\$23.47	\$24.17
Bldg Maint Mechanic II			
Start	\$20.49	\$21.31	\$21.95
After 1 year	\$21.57	\$22.43	\$23.10
After 2 years	\$22.53	\$23.43	\$24.13
After 3 years	\$23.28	\$24.21	\$24.94
After 4 years	\$23.69	\$24.64	\$25.38
After 5 years	\$24.40	\$25.38	\$26.14
After 6 years	\$25.02	\$26.02	\$26.80
After 8 years	\$25.26	\$26.27	\$27.06
After 12 years	\$25.50	\$26.52	\$27.32
After 15 years	\$26.01	\$27.05	\$27.86

APPENDIX A – WAGES

CHILDREN'S HOSPITALS & CLINICS – ST. PAUL CAMPUS WAGE RATES

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Anesthesia Aide			
X-Ray Technician			
Casual PT	\$9.79	\$10.18	\$10.49
Start	\$12.60	\$13.10	\$13.50
After 1 year	\$13.47	\$14.00	\$14.42
After 2 years	\$14.13	\$14.70	\$15.14
After 3 years	\$14.68	\$15.27	\$15.73
After 4 years	\$14.94	\$15.54	\$16.00
After 5 years	\$15.45	\$16.07	\$16.55
After 6 years	\$15.99	\$16.63	\$17.13
After 8 years	\$16.12	\$16.77	\$17.27
After 12 years	\$16.28	\$16.94	\$17.44
After 15 years	\$16.61	\$17.27	\$17.79
Case Cart Aide			
Start	\$13.00	\$13.52	\$13.92
After 1 year	\$13.83	\$14.38	\$14.81
After 2 years	\$14.56	\$15.15	\$15.60
After 3 years	\$15.04	\$15.65	\$16.12
After 4 years	\$15.40	\$16.01	\$16.49
After 5 years	\$15.86	\$16.50	\$16.99
After 6 years	\$16.35	\$17.01	\$17.52
After 8 years	\$16.53	\$17.19	\$17.71
After 12 years	\$16.69	\$17.36	\$17.88
After 15 years	\$17.02	\$17.71	\$18.24
Perioperative Assistant			
Start	\$13.00	\$13.52	\$13.92
After 1 year	\$13.83	\$14.38	\$14.81
After 2 years	\$14.56	\$15.15	\$15.60
After 3 years	\$15.04	\$15.65	\$16.12
After 4 years	\$15.40	\$16.01	\$16.49
After 5 years	\$15.86	\$16.50	\$16.99
After 6 years	\$16.35	\$17.01	\$17.52
After 8 years	\$16.53	\$17.19	\$17.71
After 12 years	\$16.69	\$17.36	\$17.88
After 15 years	\$17.02	\$17.71	\$18.24

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Nursing Assistant			
Start	\$13.06	\$13.58	\$13.99
After 1 year	\$13.92	\$14.48	\$14.91
After 2 years	\$14.59	\$15.17	\$15.63
After 3 years	\$15.14	\$15.74	\$16.22
After 4 years	\$15.40	\$16.01	\$16.49
After 5 years	\$15.91	\$16.55	\$17.04
After 6 years	\$16.45	\$17.11	\$17.62
After 8 years	\$16.59	\$17.25	\$17.77
After 12 years	\$16.75	\$17.42	\$17.95
After 15 years	\$17.09	\$17.77	\$18.30
Clinical Support Assoc. (CSA)			
Start	\$13.79	\$14.34	\$14.77
After 1 year	\$14.68	\$15.27	\$15.73
After 2 years	\$15.35	\$15.96	\$16.44
After 3 years	\$15.92	\$16.56	\$17.06
After 4 years	\$16.21	\$16.86	\$17.37
After 5 years	\$16.74	\$17.41	\$17.93
After 6 years	\$17.29	\$17.98	\$18.52
After 8 years	\$17.42	\$18.12	\$18.66
After 12 years	\$17.58	\$18.29	\$18.83
After 15 years	\$17.93	\$18.65	\$19.21
Case Cart Tech/Anesth Tech			
Start	\$14.99	\$15.59	\$16.05
After 1 year	\$15.96	\$16.60	\$17.09
After 2 years	\$16.73	\$17.40	\$17.92
After 3 years	\$17.28	\$17.97	\$18.51
After 4 years	\$17.66	\$18.37	\$18.92
After 5 years	\$18.18	\$18.91	\$19.47
After 6 years	\$18.74	\$19.49	\$20.08
After 8 years	\$18.86	\$19.61	\$20.20
After 12 years	\$19.05	\$19.81	\$20.40
After 15 years	\$19.43	\$20.20	\$20.81

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Assistant Chief Engineer			
Start	\$26.86	\$27.93	\$28.77

7981
Collective Bargaining Agreement

Between

Fairview Southdale Hospital

and

SEIU Local 113

**Effective August 23, 2006
through
February 28, 2009**



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EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23rd day of August 2006, by and between the undersigned Hospital, hereinafter referred to as either the "Employer" or as "Hospital," and its successors, and SEIU Local 113, hereinafter referred to as the "Union," and its successors.

Definitions - The term Employee shall include all of the following:

- Full Time: Those employees regularly scheduled to work 80 hours per pay period.
- Part Time: Those employees regularly scheduled to work less than 80 hours per pay period.
- Casual: Those employees with no regularly scheduled hours.

ARTICLE I: UNION REPRESENTATION

RECOGNITION

The Union shall be the sole representative of all the non-professional employees of said Employer in the classifications set forth in the wage schedule of this contract and within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties.

- (A) **NEW CLASSIFICATION OR TITLE** – In the event that a new or different nonprofessional classification or title is established which is not set forth in Article X hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, each party reserves the right to file a petition for unit clarification with the National Labor Relations Board. The National Labor Relations Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.
- (B) **CLASSIFICATION OR TITLE CHANGE** – No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, the notice shall specify in detail the proposed change, establishment, transfer or promotion.
- (C) **NO DISCRIMINATION** – There shall be no discrimination by the Union or the Employer against any employee because of membership or nonmembership in the Union or because of the assertion of rights afforded by this Agreement.

- (D) NO CONTRADICTIONARY RULE – The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.
- (E) STEWARD—COMMITTEE – The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business (for example, to distribute and share information to new members) during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished, in writing, to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing.
- (F) UNION SECURITY – All employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (F) are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.

Any Union member, or employee electing to pay the representation enrollment and service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital without any notice to the delinquent employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Hospital of such delinquency. The Union shall save the Hospital harmless from any claims of an employee so terminated.

A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and SEIU Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

- (G) DUES/FEES DEDUCTIONS – The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.
- (H) EMPLOYEE LISTS – The Hospital shall furnish the Union a monthly list showing the names and addresses of new employees, classifications, number of hours regularly scheduled, dates of hire, and names and dates of termination of employees terminated, employee's social security number, and current rate of pay for each employee. The Hospital will also advise the Union of changes in the number of hours regularly scheduled to work by employees that would affect the amount of the service fee provided in this Agreement. The hospitals will also advise the Union of transfers into and out of the bargaining unit, changes in the number of hours worked by employees that would affect the amount of the service fee provided in this

agreement. Each pay period the Hospital shall provide to the Union the name, identification number (as determined by the Hospital) gross pay per pay period, and dues deduction amount for all employees. On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital), hire date, wage classification, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees.

- (I) BULLETIN BOARDS – Bulletin boards in the Hospital shall be made available to the Union for the purpose of posting business notices. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other nonpatient, nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- (J) PROBATIONARY PERIOD – The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any *part-time employee shall be a probationary period, during which the* employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.
- (K) LABOR/MANAGEMENT MEETINGS – The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

Meetings will be held monthly by mutual agreement between the Union and individual Hospitals, or when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and Union's representatives in attendance.
- (L) JOB DESCRIPTIONS – The Hospitals agree to provide copies of job descriptions of 113 represented employees to the Union once per year or when substantial changes occur.

ARTICLE II: GRIEVANCE AND ARBITRATION

- (A) A grievance is limited to a dispute or controversy between an Employee (or Union) and the Employer relating to the interpretation of or application of the express terms and provisions of this Agreement.
- (B) Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within fourteen (14) calendar days following the actual date of such suspension or discharge.
- (C) The steps in the grievance procedure are as follows:

STEP 1 - The Employee, with or without a steward, will informally discuss the grievance with the Employee's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital's Human Resource Department. The written grievance must be received by the Hospital within fourteen (14) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Hospital within 30 calendar days after the payday for the period during which the incident giving rise to the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital, the grievant (or mutually agreed upon number of representatives of a class grievance), and the Union (Business Agent and/or Steward) shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fourteen (14) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

STEP 3 ARBITRATION – In the event the grievance is not settled in Step 2 of this Article, and in any event not later than twenty (20) calendar days after receipt of the Employer's written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall delete first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

- (D) If the Union has made a timely request for arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.
- (E) In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. It shall be obligatory for the arbitrator to calculate any cost violations and render the double penalty decision where it is definitely and conclusively shown that such violation was deliberate. Reasonable evidence of clerical errors or honest mistake in interpretation shall exempt the Employer from the double penalty provisions, and in such case the Employer

will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

ARTICLE III: WORKING CONDITIONS

- (A) DINING - LOCKER FACILITIES – Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.
- (B) ACCIDENTAL BREAKAGE – Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks equipment due to carelessness or negligence.
- (C) RELIEF PERIODS – All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.
- (D) MAINTENANCE OF BENEFITS – Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

ARTICLE IV: HOURS OF WORK AND OVERTIME

- (A) WORKWEEK AND OVERTIME – The regular pay period shall be eighty (80) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two-week pay period, overtime at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate shall be paid for such hours. Overtime payments shall not be duplicated. Paid sick leave, holiday and vacation hours shall be considered as hours of work for overtime purposes. An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight-time hourly rate for such excess hours.

If an employee is scheduled to work more than seven (7) consecutive days, regardless of the pay period, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

Change in Authorized Hours - Any part-time employee who is consistently scheduled and/or consistently works above their authorized hours for a

period of six (6) months or more may request to have their authorized hours changed to reflect their actual hours worked up to 80 hours per pay period. The employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short-term vacation or sick coverage or medical leave. The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

Scheduling Pattern – The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week and/or additional weekend schedules.

Where employees elect to work pursuant to the general pattern of scheduling, the Hospital may schedule the Sundays off for such employee on the basis of either a Saturday-Sunday or a Sunday-Monday combination. Where employees elect to work pursuant to a scheduling pattern providing for nonconsecutive days off in the alternate week, such employees shall have two (2) weekends (Saturday and Sunday) off per calendar month.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

The scheduling provisions contained in this section (Article IV, Section A) shall not apply to part-time employees regularly scheduled to work forty (40) hours or less in a two-week pay period.

Where business needs allow, the hospital will attempt to maintain full time positions.

- (B) **SCHEDULING GUARANTEE** – Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the

Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.

- (C) **WORKWEEK SCHEDULES TO CONFORM—NOTICES** – Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

- (D) **NO SPLIT SHIFTS** – There shall be no split shifts; provided, however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations. Except in cases of emergency, employees shall not be required to return to work within twelve (12) hours following the end of the employee's regularly scheduled prior shift. Employees who agree to return in less than twelve (12) hours following the end of the employee's regularly scheduled prior shift shall be paid overtime at the rate of time and one-half (1- 1/2 times) for the hours worked between the time of return and the end of twelve (12) hour period. This provision shall not apply where employees trade hours or where the employee has requested the return in less than (12) hours.
- (E) **OVERTIME SCHEDULING** – Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.
- (F) **SENIORITY PREFERENCE** – In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management.

(G) **FLEXIBLE SCHEDULING** – The Hospital and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

- (1) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.
- (2) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40) an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double time.
- (3) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.
- (4) Sick leave shall be accrued at a rate proportionate to that specified in Article VI for employees who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
- (5) Vacation shall accrue at the rate proportionate to that specified in Article VII for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article VII.
- (6) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.

(H) **EXTRA HOURS** – The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees for whom the extra shift would be on a

non-overtime basis and then by seniority to employees for whom the extra shift would be overtime. Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. A confirmed extra shift is one that has been offered and accepted. An indication of availability is not a confirmation of an extra shift. Individual hospitals shall meet with the Union to develop a policy that provides for the *consistent application of this section including short-notice need.*

- (I) CASUAL WORK AGREEMENT – Casuals must be available to work a minimum of one shift per month. Each Hospital may increase this requirement based on need. Hospitals will provide notice as outlined in Article IV (C).
- (J) POSTING OF WORK SCHEDULES – The Hospitals shall post work schedules a minimum of fourteen (14) calendar days in advance.

ARTICLE V: HOLIDAYS

- (A) HOLIDAY PAY/EMPLOYEE PREFERENCE DAY OFF/EXTRA DAY – All full time employees shall be paid for the following nine (9) holidays if not worked: New Year's Day, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at times mutually agreed upon between each individual employee and the Hospital. To receive the two (2) floating holidays, employees must have completed one (1) year of employment.

Except for work on New Year's Day and Christmas Day as described in the following paragraph, any employee required to work on any of the five (5) holidays, exclusive of the floating holidays, at the employee's option, may receive another day off with pay or, in lieu thereof, be paid at the rate of double time for the work performed on such holiday.

New Year's Day and Christmas Day: For purposes of this Article, Christmas Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 24; through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32 hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and December 31 respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall be given eight (8) hours of compensatory straight time off for one (1) shift worked during the 32 hour period. Employees may elect to receive eight (8) hours pay in lieu of the compensatory day off.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

Employees who are absent from work without good cause on a regularly scheduled workday prior to or after the holiday shall not be eligible for holiday pay. If any full time employee's day off falls on a holiday, then the employee shall, at the employee's option receive holiday pay for such holidays or in lieu thereof, an additional day off within a two week period.

Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.

- (B) **PART TIME PRORATED HOLIDAY PAY** – Part time employees regularly scheduled to work twenty (20) hours or more per week shall receive holiday pay for time worked on the holidays listed above, and shall also receive two (2) personal floating holidays subject to the provisions of paragraph (A) above.

Part time employees regularly scheduled to work less than twenty (20) hours per week shall be paid at the rate of double time for the time worked on the holidays listed in Section (A), excluding the personal floating holidays.

- (C) **FLOATING HOLIDAY—10-YEAR EMPLOYEE** - All employees regularly scheduled 20 hours per week or more and with a minimum of ten (10) calendar years or more of employment since their most recent hire date will receive an additional floating holiday to be taken at a time mutually agreed upon between the individual and the Hospital.
- (D) **ILLNESS OR DISABILITY—EXTRA DAY OFF** – If an employee shall be sick or disabled on a holiday, the employee shall receive sick pay as herein provided and be entitled to an additional day off in lieu of said holiday.

ARTICLE VI: SICK LEAVE/LEAVES OF ABSENCE

- (A) **SICK LEAVE** – Each employee shall accumulate paid sick leave on the basis of one (1) day per each month of service, up to a maximum of ninety (90) days. All sick leave to which an employee is entitled and which is not used shall be credited to the employee cumulatively during the employee's period of employment. Employees who have more than sixty (60) days accrued sick leave as of March 1, 1986 may use the amount accumulated. Upon termination, an employee shall be paid a maximum of ten (10) days accumulated sick pay at the rate of one (1) day for each six (6) months employment for which no sick leave is used. Such six (6) month period shall be from the last date sick leave is used.

New employees shall accumulate one (1) day of sick leave per month from the first (1st) day of employment. Eligibility for used sick leave shall not begin until after the completion of the sixty (60) day probationary period for full time employees and ninety (90) day probationary period for part time employees and shall apply to illness occurring after the first (1st) sixty (60) or ninety (90) days of employment whichever is applicable.

- (B) **PART TIME CREDIT** – Part time employees shall accumulate sick leave at the rate of eight (8) hours credit for each 173.3 hours actually worked up to a maximum of ninety (90) days. Sick leave shall be paid to the part time employee only when the illness or disability falls on the employee's regularly scheduled workday and only for the number of hours regularly scheduled for the day on which the illness occurs.
- (C) To be allowed sick leave with pay, an employee must notify the employee's department head of illness or disability at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of the employee's working day or as soon thereafter as possible and shall submit proof of sickness or disability to the Employer, if requested, for employees who are in the disciplinary process for absenteeism or where the Hospital has a reasonable basis to question the employee's absence. For the purpose of granting or denying the payment of sick leave, requests for proof of sickness or disability will be made in advance of the absence.

Sick leave benefits shall be based on length of service with the Hospital regardless of any change of classification.

- (D) **ILLNESS/DISABILITY LEAVE** – Upon completion of the probationary period as set forth in Article I (I) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.
- (E) **JURY DUTY** – When an employee receives notice of jury duty, the employee shall notify the employee's supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the

employees jury duty does not conflict; provided, however the employee will not be required to work later than 7:00 p.m. on any day the employee was requested to report for jury duty. Any reasonable rearrangement of work hours including re shifting of other employees for that purpose, will be made. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by the employee's jury check. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

- (F) **BEREAVEMENT LEAVE** – A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of making arrangements and/or attending the funeral or memorial service of the deceased. Such days off shall be consecutive with one of the days being the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. Such request for different days off will not be unreasonably denied.
- (G) **MILITARY LEAVE** – Employees shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated vacation or a personal holiday during such leave.
- (H) **OTHER LEAVES OF ABSENCE** – Requests for leaves of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Hospital. Such requests may be granted at the discretion of the Hospital.
- (I) **REPLACEMENT FOR ON LEAVE EMPLOYEES** – With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.
- (J) **SENIORITY DURING LEAVES OF ABSENCE** – There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments, vacation or sick leave shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.
- (K) **PART TIME SICK LEAVE ACCRUAL** – This Article shall apply only to those part time employees defined herein as scheduled to work twenty (20) or more hours per week and their maximum accumulation of benefits as set

forth in this Article shall not be in excess of their scheduled number of hours in any two week period bears in ratio to eighty (80) hours in the same two week period.

ARTICLE VII: VACATION

- (A) **ACCUMULATION—ONE YEAR TO TWENTY YEARS** – Each employee who has been in the employ of the Hospital for one (1) year or more and has accrued 1,600 or more compensated hours in the year prior to the employee's anniversary date of hire shall receive the following vacation:

- (1) After one (1) year of employment, two (2) weeks (10 days) vacation with full pay.
- (2) After five (5) years of employment, three (3) weeks (15 days) vacation with full pay.
- (3) After ten (10) years of employment, four (4) weeks (20 days) vacation with full pay.
- (4) After fifteen (15) years of employment, 21 day vacation with full pay.
- (5) After sixteen (16) years of employment, 22 days vacation with full pay.
- (6) After seventeen (17) years of employment, 23 days vacation with full pay.
- (7) After eighteen (18) years of employment, 24 days vacation with full pay.
- (8) After nineteen (19) years of employment, 25 days vacation with full pay.

Additional vacation hours accrued as a result of reaching fifteen (15) or more years of employment shall not be taken between Memorial Day and Labor Day unless agreed upon between the employee and the Hospital.

- (B) **ACCUMULATION LESS THAN ONE YEAR** – Each employee who is not eligible for vacation under paragraph (A) and has accrued not less than 800 compensated hours in the year prior to the Employee's anniversary date of hire shall receive one (1) week (5 days) of vacation for the first 800 compensated hours, plus one (1) day of vacation for each additional 173.3 compensated hours, up to a maximum of two (2) weeks (10 days) vacation.
- (C) **MAY 1 ANNIVERSARY** – Employees hired on or before November 1, 1974 shall have an anniversary date of employment of May 1 for purposes of vacation eligibility.

- (D) **VACATION PERIOD—SENIORITY—PAYMENTS** – The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. All vacation requests made during this period that include a holiday must include two (2) vacation days adjacent to the holiday. The Hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation. Employees shall be allowed to carry over up to five (5) days forty (40) hours of vacation into the next vacation year. Full time employees who have completed six (6) months of employment shall be eligible to use up to one (1) week of paid vacation.
- (E) **TERMINATION—PAID ACCRUAL** – Employees who have completed at least one (1) year of service and have quit after giving the notice required by Article IX hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of termination or layoff.
- (F) **HOLIDAY OCCURRENCE** – If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.
- (G) **ILLNESS OCCURRENCE** – If an employee becomes ill or disabled during vacation, the employee shall be paid sick pay upon certification by a competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (D) of this Article.
- (H) **LENGTH OF SERVICE** – Vacation benefits shall be based on length of service with the Hospital regardless of any change of classification.

ARTICLE VIII: SENIORITY

- (A) **DEFINITION** – Seniority shall be based on an Employee's compensated hours accrued with the Hospital after the most recent date of employment. Compensated hours shall exclude overtime for all hours on and after March 1, 1991. Employee's voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of

the employee's job shall be deemed to be involuntarily transferred. The Hospital will indicate on its records whether a change of classification is voluntary or involuntary.

- (B) **ESTABLISHMENT AND POSTING OF SENIORITY LIST** – Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. If the Hospital's records do not reflect compensated hours for past years, employees will be credited with compensated hours on the basis of two thousand eighty (2,080) compensated hours for each year of full time service and one thousand forty (1,040) hours for each year of part time service. Parts of a year for either full time or part time service shall be prorated. There shall be no break in seniority during the period of a leave of absence.

On or before January 10 of each year, such seniority lists shall be revised and posted on department and general Hospital bulletin boards and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union.

- (C) **LAYOFF AND RECALL** – In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

- (D) **REDUCTION OTHER THAN LAYOFF** – In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following order will be used:

- (1) Employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the

available work. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work.

(2) Employees will be cancelled in the following order:

- (a) Outside Staffing Agency Employees
- (b) Overtime Shifts
- (c) Bonus Shifts
- (d) Voluntary Absence Days - Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns and procedures established for that unit and/or shift by the Employer.
- (e) Extra Shifts - This will be done by reverse seniority between casuals and part-time employees.
- (f) Low Need Days - When the need is not met by the above, then a full-time or part-time employee will have one of their regularly scheduled authorized shifts (shifts that are part of their authorized FTE) reduced by reverse order of seniority.

(3) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee:

- (a) Sick Leave
- (b) Vacation
- (c) Health Insurance
- (d) Life Insurance
- (e) Dental Insurance
- (f) Salary Increments
- (g) Seniority
- (h) Pension

In the event a full time employee has the employee's hours involuntarily reduced under Article VIII (D) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of the Section. If the employee does not receive at least

one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hour's pay in lieu thereof.

- (E) **JOB VACANCIES** – Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five calendar day posting period will be considered.

Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article II.

In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference. In the event that the vacant or new position cannot be filled with a qualified employee from that classification then qualified applicants from other classifications within the bargaining unit will be considered based on bargaining unit seniority.

- (F) **TEMPORARY VACANCIES** – Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this Section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary

vacancy becomes a permanent position, the Hospital will re-post that position.

- (G) Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

ARTICLE IX: CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE

- (A) **NO DISCHARGE WITHOUT JUST CAUSE** – The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or infraction of rules directly affecting patient comfort or safety shall be considered grounds for discharge.
- (B) **NOTICE OF CORRECTIVE ACTION/DISCIPLINE AND DISCHARGE** – A written notice of any corrective/disciplinary action shall be given to the employee. Verbal warnings shall be confirmed in writing. A copy of any suspension or discharge notice shall be sent to the Union, and copies of verbal or written warnings shall be furnished to the Union upon request. The Union may file a grievance relating to such corrective/disciplinary action. Such grievance must be filed consistent with the Grievance and Arbitration Procedure, except that a suspension or discharge may be initiated at Step 2.
- (C) **SUSPENSION—TIME LIMITS** – Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) **EMPLOYEE NOTICE OF QUIT** – Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days notice, in writing, of intention to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.
- (E) **JUSTIFIED - UNJUSTIFIED SUSPENSION OR DISCHARGE** – An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge. If the specified grounds for discharge are found to be unjustified, the employee shall be reinstated with full pay for the time of suspension and without loss of seniority or other rights and privileges.

ARTICLE X: WAGES

- (A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached at the end of the Agreement.

First Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified;

Second Year: A four percent (4%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2007; and

Third Year: A three percent (3%) across-the-board increase effective with the first full pay period commencing closest to March 1, 2008.

- (1) Lead Pay – If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five (\$.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article VIII(E). Qualifications and clearly defined duties for the job shall be posted by the Employer.
- (2) Preceptor Pay –Should the Hospital establish a preceptor position for any of the classifications listed in this Agreement, the rate of pay for such preceptor classification shall be seventy-five cents (\$.75) per hour above the rate of pay for the applicable classification. The following guidelines apply to the establishment of a preceptor position:
 - preceptor(s) to be selected and scheduled by the Hospital
 - all employees identified as preceptor(s) may be required to complete certified preceptor training program prior to assignment
 - employees acting as preceptor(s) will provide written assessments to management
 - employees will be paid only when acting as a preceptor for an entire scheduled shift
- (3) Training Pay – any employee selected and scheduled by the hospital for the duty of training another employee for a period of two (2) hours or more will receive training pay at the rate of seventy-five cents (\$.75) per hour.

- (4) Student Vacation Replacement – Students may be hired as temporary summer vacation replacements for a maximum period of one hundred twenty (120) calendar days during the period May 15 through September 15 of each year. Such employees shall be paid a minimum rate as set forth below, but will receive no other benefits provided by this Agreement.

- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum of nine dollars and eighty cents (\$9.80) per hour;
- Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and,
- Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour.

If a student hired under this paragraph is retained after the September 15 date, such student shall receive credit for all seniority accrued from the date of employment. *Consistent with staffing patterns*, regular employees will be given the opportunity to request added hours to cover the need for vacation replacements.

- (5) Casual and Part Time Employees Regularly Scheduled to Work 32 Hours or Less Per Pay Period - Such employees shall be paid a minimum rate as set forth below:

- Effective with the first full pay period commencing after March 1, 2006, for employees who are currently employed on the date the contract is ratified, such employees shall be paid a minimum of nine dollars and eighty cents (\$9.80) per hour;
- Effective with the first full pay period commencing closest to March 1, 2007, such employees shall be paid a minimum of ten dollars and nineteen cents (\$10.19) per hour; and,
- Effective with the first full pay period commencing closest to March 1, 2008, such employees shall be paid a minimum of ten dollars and fifty cents (\$10.50) per hour.

- (6) No benefits shall be received by part time employees who are regularly scheduled for less than forty (40) hours per pay period and by casual employees except the holiday benefits for holidays worked as provided in Article V(B), the vacation benefit as provided in Article VII (B), and the uniform benefit as provided for in Article XVIII.

A casual or part time employee who works 1,000 hours during any anniversary year for that employee will receive the starting rate of pay for the employee's classification effective the first pay period after the employee has worked said 1,000 hours. In addition, a casual/part time employee who has accrued 2,080 compensated hours will be placed at the starting rate of pay for the employee's classification and in both cases such employees will thereafter receive length of service increases as provided in this Article X.

The provisions of this paragraph shall apply only to the classifications of parking lot attendant, dietary aide, and all other classifications grouped with the dietary aide classification, and those department aides who are paid at the same rate as dietary aides.

The Hospital shall provide the Union a listing each month of the hours worked by all employees covered by this Agreement.

- (B) HIGHER RATES MAY BE PAID – A higher rate than the minimum pay set forth above may be paid to the employee if the Hospital so desires.
- (C) WAGE INCREMENTS—FULL TIME/PART TIME – Wage increments for full time employees shall be based on length of service with the Hospital. Wage increments for part time employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.
- (D) LENGTH OF SERVICE INCREASES – Length of service increases shall be applicable to all regular employees in the classifications as listed in Appendix A, working four (4) or more hours per day.
- (E) SHIFT DIFFERENTIAL PAY—

Nights – third (3rd) shift:

The shift differential shall be seventy cents (\$.70) per hour for the night shift.

The night shift differential shall be paid for any shift where the majority of hours scheduled occurs after 11:00 p.m.

Evenings – second (2nd) shift:

The evening shift differential shall be sixty cents (\$.60) per hour.

The evening shift differential shall be paid for any shift where the majority of hours scheduled occurs after 3:00 p.m.

- (F) WEEKEND PREMIUM PAY - Employees regularly scheduled twenty (20) hours per week or more with a minimum of ten (10) years of employment since their most recent date of hire shall receive fifty cents (\$.50) per hour for six (6) consecutive weekend shifts starting with the Saturday morning day shift.
- (G) ADVANCE NOTICE—FOUR HOUR WORK GUARANTEE – Employees required to report for work will be guaranteed at least four (4) hours work. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.
- (H) ON CALL EMPLOYEES – Employees who are notified or alerted to be "On Call" shall receive one fourth (1/4) pay for any hours awaiting such call.
- (I) PAY DAYS—EMPLOYER COMPUTATIONS – Definite paydays shall be established, preferably semimonthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take home pay, if requested. An employee whose regular day off falls on a payday shall receive the employee's paycheck, if available, on the last scheduled workday before such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.
- (J) PAYROLL ERROR – An Employer payroll error amounting to fifty dollars (\$50.00) or more in gross pay shall be corrected within two (2) working days (Monday - Friday) from the time the employee requests a correction.

ARTICLE XI: HEALTH AND WELFARE BENEFITS

- (A) HOSPITALIZATION/MEDICAL AND SURGICAL BENEFITS – Full time and part time employees regularly scheduled to work twenty (20) hours or more per week may elect to be covered under the Hospital's non-contract hospitalization medical and surgical program as it may be amended from time to time by the Hospital.
 - (1) Employee Coverage – The Hospital shall pay toward single employee coverage eighty-five percent (85%) of the monthly rate.
 - (2) Dependency Coverage – All eligible employees may elect to be covered by the dependency provisions of the plan. Effective June 1,

2003, the Hospital shall pay 70% of the total cost of dependency coverage (employee and dependent). Effective with the first of the month after the contract is ratified, the Hospital will contribute 75% of the total cost of dependency coverage (employee and dependent). The amount to be paid by the Hospital shall be applied to any plan selected by the employee if more than one option is available.

- (3) HMO Coverage – The Hospital may offer employees any health maintenance organization (HMO) plan, and the dollar amount employees are eligible to have applied toward the noncontract plan may be applied to such HMO.
 - (4) Eligibility for Coverage – Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.
- (B) **SHORT-TERM DISABILITY** – Employees regularly scheduled 20 hours per week or more shall receive one hundred eighty dollars (\$180.00) per week on a pro-rated basis commencing the twentieth (20th) day of a disability or after all allowable sick leave, has been utilized, whichever occurs later. Disability payments shall be made for a maximum period of twenty six (26) weeks.

Effective March 1, 2000, employees regularly scheduled 20 hours per week or more shall receive fifty percent (50%) of their authorized weekly gross compensation for short-term disability commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later.

- (C) **LIFE INSURANCE** – The Hospital shall provide and pay the cost of a group life insurance plan providing \$50,000 in coverage to all employees regularly scheduled to work twenty (20) hours or more per week subject to benefit reductions post age 65. Employees must have completed at least sixty (60) days of employment.
- (D) **DENTAL INSURANCE** – The Hospital will pay the full cost of a single employee dental insurance program for all employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.
- (E) **GENERAL** – All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.

Application forms for such coverage and claim forms for such benefits shall be supplied to the Union by the Hospital.

- (F) PAID TIME OFF – Negotiations for a paid time off (PTO) program may take place during the term of the Contract by mutual agreement between the Union and an individual Hospital or Hospitals interested in establishing such plan. The PTO Plan may be structured to substitute a specific number of paid days off in lieu of some or all of the existing vacation, holiday, or sick leave provisions contained in this Agreement. No PTO plan would be put into effect without the Union calling for a vote by the membership in the individual Hospitals.

ARTICLE XII: PENSION BENEFITS

- (A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

Effective March 1, 2006	\$.47 per hour
Effective March 1, 2007	\$.50 per hour
Effective March 1, 2008	\$.56 per hour

- (B) The Hospital shall pay from the employee's date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays, paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthdate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

- (C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.
- (D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals' representative, Labor Relations Board of the Minnesota Hospital Association (MHA). In the event other hospitals, not members of Labor Relations Board of MHA, become contributing employers to the pension fund and there is agreement that such hospitals shall be

represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made as provided for in Article II.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

- (E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
- (F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and

expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

ARTICLE XIII: SOCIAL SECURITY BENEFIT

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

ARTICLE XIV: HEALTH AND SAFETY

It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

The Hospital will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

Bargaining unit employees designated by Local 113 in such numbers as agreed upon by the Union and Employer may participate as members of the Hospital's Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the Committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

ARTICLE XV: NO STRIKE/NO LOCKOUT

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article II.

ARTICLE XVI: EDUCATIONAL DEVELOPMENT

- (A) The Hospital shall pay all employees regularly scheduled to work twenty (20) or more hours per week, minimum reimbursement in the amount of seventy five percent (75%) of tuition and required fees and books up to two

thousand dollars (\$2,000) per year for educational development under the following circumstances:

- (1) The employee must apply in advance in writing, specifying the course, institute, workshop, in service training, or class the employee wishes to attend.
 - (2) Such education must be health care related and approved by the Hospital.
 - (3) Payment shall be made upon satisfactory completion of the approved educational unit.
 - (4) An employee must be employed by the Hospital for a period of six (6) months before the Employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid thereunder to the extent that they do not continue to, or make themselves available to return to, work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due the Hospital under this Section may be deducted from the employee's final paycheck.
- (B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

ARTICLE XVII: SEIU COPE LANGUAGE

The Employer agrees to deduct and transmit to SEIU Local 113, COPE, \$_____ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 113. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE XVIII: UNIFORM ALLOWANCE

If the Hospital requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design or material, then the Employer shall furnish the same without cost to the full time employee or pay to such employee a uniform allowance in the amount of one hundred five dollars (\$105.00) per year. Effective March 1, 2004, the uniform allowance will be one hundred and thirty dollars (\$130) per year.

Effective March 1, 2004, the uniform allowance amounts listed above for full time employees have been amended according to the following schedule:

- | | |
|---|----------|
| • Hire date of March, April or May | \$130.00 |
| • Hire date of June, July or August | 97.50 |
| • Hire date of September, October or November | 65.00 |
| • Hire date of December, January or February | 32.50 |

Part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance of one hundred five dollars (\$105.00) and subsequent payments of seventy-eight dollars and seventy-five cents (\$78.75) per year. Effective March 1, 2004, the initial uniform allowance will be one hundred and five dollars (\$105.00) per year and subsequent payments of one hundred dollars (\$100.00) per year.

All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week, shall receive an initial uniform allowance according to this schedule. An employee hired during the months of March, April, or May shall receive an initial allowance of one hundred five dollars (\$105.00); an employee hired during the months of June, July, or August shall receive an initial allowance of seventy-eight dollars and seventy-five cents (\$78.75); an employee hired during the months of September, October, or November shall receive an initial allowance of fifty-two dollars and fifty cents (\$52.50); and, an employee hired during the months of December, January, or February shall receive an initial allowance of twenty-six dollars and twenty-five cents (\$26.25). On March 1 following the initial date of employment, employees shall receive subsequent allowances as set forth above.

For employees who work less than twenty (20) hours per week, the Hospital, at its discretion shall either furnish one (1) uniform each contract year or provide an annual uniform allowance of forty five dollars (\$45.00). The employee shall return the uniform to the Hospital upon termination of employment.

All uniform allowance will be subject to the appropriate taxes.

Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.

If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be on the employee at the employee's expense.

ARTICLE XIX: EFFECT OF HEADINGS

The headings of all articles, paragraphs and subparagraphs of this agreement are inserted for convenience for reference only, and shall not affect the construction, or interpretation of this Agreement.

ARTICLE XX: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, has the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

ARTICLE XXI: DURATION AND RENEWAL OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective from August 23, 2006, through and including February 28, 2009. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2009 or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

FAIRVIEW SOUTHDAL HOSPITAL

SEIU LOCAL 113

By Bradley J Rand
Its President
Date 11-16-06

By [Signature]
Its Business Rep
Date Oct 30, 2006

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this 8th day of September, 1999.

s/ Mark M. Enger
HOSPITAL ADMINISTRATOR

s/ Kathy Fodness
KATHY FODNESS
MINNESOTA'S HEALTH CARE UNION
SEIU, LOCAL 113 AFL/CIO

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1996 negotiations regarding 20 year employees. The intent of this Letter of Understanding is to provide an opportunity for straight day shifts and/or no weekend shifts to 20-year employees when that becomes possible. When a request is made by an employee, the parties will confer to determine the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell
VP, Labor Relations
Labor Relations Board
Minnesota Hospital and Healthcare Partnership

s/ Kathy Fodness

KATHY FODNESS
Minnesota's Health Care Union,
Local No. 113, SEIU, AFL CIO/CLC
Service Employees

LETTER OF UNDERSTANDING

It is the understanding of the parties that the individual employers will provide a voice mailbox for Local 113 stewards to access in the handling of their duties as steward. Additionally, the individual Hospital shall meet with the Union to determine possible office and/or storage space for the use of Local 113 stewards.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell

Patrick J. McDonnell
Labor Relations Board

s/ Kathy Fodness

Kathy Fodness
SEIU Local 113

LETTER OF UNDERSTANDING

It is the understanding of the parties that selection criteria for Preceptor(s) is to be developed prior to March 1, 2000, by the individual employers through the Labor-Management process.

Signed this 19th day of July, 1999.

s/ Patrick J. McDonnell
Patrick J. McDonnell
Labor Relations Board

s/ Kathy Fodness
Kathy Fodness
SEIU Local 113

LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 2003 negotiations regarding diversity:

The Union and the Hospital hereby affirm their commitment to diversity and equal opportunity for all. No one will be discriminated against on the basis of gender, race, national origin, religion, disability, age, sexual orientation or service in the armed services of the United States.

The Union and Hospital extend an open invitation to interested employees to participate in local hospital diversity efforts/committee. Such participants will work collaboratively with their supervisor to achieve time away from work to attend such meetings.

Signed this 6th day of October, 2003.

s/
Hospital Administrator

s/ Kathy Fodness
Kathy Fodness, Minnesota's
Health Care Union, SEIU,
Local 113

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the communication of Union information to new hires:

1. The Hospital will provide individuals newly hired into bargaining unit positions the agreed upon packet of information at the time of hire.
2. The Hospital will provide one (1) designated steward at each site a monthly list of those individuals newly hired into bargaining unit positions at the steward's site.
3. The Hospital agrees to meet and problem-solve issues related to the communication of Union information to new hires at the Labor Management Committee meeting.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the posting of open areas in the Environmental Services Departments at Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus:

1. Ongoing, non-temporary work area openings will be posted in the Environmental Services Department. Relevant information about the area and the nature of the work will be included in the posting (see attachment A).
2. The notice will be posted for a minimum of five (5) calendar days. Employees on the same shift with the same authorized hours interested in working in the posted work area must submit their interest in writing using the Request for Area Assignment Change form (see attachment B) during the first five (5) calendar days of the posting period.
3. Management will determine the assignment of the work area based on the following considerations:
 - Seniority of the employee
 - Assessment of the employee's ability to meet the work requirements of the area.
4. The name of the employee selected for the open area will be posted on the original posting document for fourteen (14) calendar days.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Fairview University Medical Center
Riverside Campus**

**Environmental Services
New Area Opening
-Sample-**

January 15, 2003

Notice to Environmental Services Employees

There is a position open on 1st shift as follows:

Lobby, 6:30 am – 3:00 pm

Classification: Housekeeping Aide

Job Assignment: Lobby

If you are interested in this position, please fill out a form by January 19, 2003 and put it in the box provided.

Thank you.

Fairview University Medical Center
Request for Area Assignment Change
Environmental Services – Riverside Campus

Employee Name: _____

Date & Time: _____

Classification: _____

I am requesting consideration for the following Area Assignment:

Location: _____

Shift: _____

Signature: _____

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Riverside Campus
and
SEIU Local 113**

The following outlines the agreement reached in the 2003 contract negotiations at the Fairview local table on the establishment of Labor Management Committees:

1. Fairview Southdale Hospital and Fairview University Medical Center – Riverside Campus will have separate Labor Management Committees.
2. The Union and the Hospital will each have not more than seven (7) participants on the Labor Management Committee. The Union's participants will include an SEIU Local 113 Business Agent and not more than six (6) member representatives. The Hospital's participants will include a Human Resources representative and not more than six (6) management representatives.
3. The SEIU Local 113 Business Agent and the Human Resources representative will be responsible for convening the committee.
4. A representative of the Federal Mediation and Conciliation Services will conduct the initial training of the committee.
5. Subject to availability of the Federal Mediation and Conciliation Services representative, the training will commence within sixty (60) days of the ratification of the 2003 contract.
6. The six (6) members designated by the Union as their participants on the Labor Management committee will be eligible for up to two (2) hours of straight-time pay per month that does not accrue towards overtime for actual time spent in the Labor Management Committee meeting.

7. The six (6) members designated by the Union as their participants on the Labor Management committee will be eligible for one (1) additional hour of straight-time pay per month that does not accrue towards overtime for actual time spent relevant to the administration of the contract or in preparation for the Labor Management Committee meetings.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

**Letter of Understanding
between
Fairview Southdale Hospital &
Fairview University Medical Center – Rivers' de Campus
and
SEIU Local 113**

Upon request of the Union or the Hospital, the Labor Management Committee will review individual departments' scheduling of extra hours and attempt to develop a policy that provides for the consistent application of the contract language in Article IV (H) Extra Hours including short-notice need.

SEIU Local 113

Fairview

By s/ Dianne Edwards

By s/

Date 10/30/03

Date 10/30/03

LETTER OF UNDERSTANDING

Health Care Cost Containment Committee

In our recently completed negotiations, the parties have agreed to create a SEIU Local 113 Health Care Cost Containment Committee ("Committee") which shall be created to explore ways of containing health care cost increases for employees. The Committee shall function on a multi-employer basis which means that meetings of the Committee shall include all members of the Twin Cities Hospitals multi-employer group.

The Committee will be comprised of one union member from each hospital of the multi-employer hospital group and such designated union business agents as the Union shall assign. The Hospitals shall be represented by such designated representatives as they shall assign.

This Committee will commence its discussions within thirty (30) days of March 1, 2007. Monthly meetings will be held at sites to be agreed upon. The work of this Committee shall be completed by February 1, 2008, at which time the Committee will cease to function. This Committee may be extended by the mutual written agreement of the parties. Time spent by employees serving on this Committee will be considered paid time.

FAIRVIEW SOUTHDAL HOSPITAL

SEIU LOCAL 113

By Bradley J. Rand

Its President

Date 11-16-06

By Francis Chikley

Its Business Rep

Date Nov 30, 2006

LETTER OF UNDERSTANDING

Parking Costs

The Hospital agrees, that effective March 1, 2007, it will not increase the parking cost to employees over those that existed on February 28, 2007, and this cost cap will continue through December 31, 2008, at which time this agreement not to increase parking cost to employees will expire and the Hospital shall then be entitled to unilaterally adjust parking charges for employees covered by this contract as the Hospital has done historically. This letter of understanding will expire as of January 1, 2009. It is understood and agreed that this letter of understanding will only apply to employees who park in areas designated as areas of employee parking with designated employee parking rates and will not apply to Hospital parking areas available to the public.

FAIRVIEW SOUTHDAL HOSPITAL

SEIU LOCAL 115

By Bradley J. Reed

Its President

Date 11-16-05

By Joseph D. Kelly

Its Business Rep

Date Oct 27, 2006

APPENDIX A – WAGES

FAIRVIEW SOUTHDAL HOSPITAL WAGE RATES

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Nutrition Services Aide			
Housekeeping Aide			
Operating Room Aide			
Casual PT	\$9.80	\$10.19	\$10.50
Start	\$12.47	\$12.97	\$13.36
After 1 year	\$13.32	\$13.85	\$14.27
After 2 years	\$14.03	\$14.59	\$15.03
After 3 years	\$14.50	\$15.08	\$15.53
After 4 years	\$14.82	\$15.41	\$15.87
After 5 years	\$15.30	\$15.91	\$16.39
After 6 years	\$15.78	\$16.41	\$16.90
After 8 years	\$15.91	\$16.55	\$17.05
After 12 years	\$16.08	\$16.72	\$17.22
After 15 years	\$16.39	\$17.05	\$17.56
Nursing Assistant			
Start	\$13.05	\$13.57	\$13.98
After 1 year	\$13.93	\$14.49	\$14.92
After 2 years	\$14.59	\$15.17	\$15.63
After 3 years	\$15.14	\$15.75	\$16.22
After 4 years	\$15.39	\$16.01	\$16.49
After 5 years	\$15.91	\$16.55	\$17.05
After 6 years	\$16.45	\$17.11	\$17.62
After 8 years	\$16.59	\$17.25	\$17.77
After 12 years	\$16.75	\$17.42	\$17.94
After 15 years	\$17.09	\$17.77	\$18.30
Storekeeper			
Start	\$12.69	\$13.20	\$13.60
After 1 year	\$13.53	\$14.07	\$14.49
After 2 years	\$14.30	\$14.87	\$15.32
After 3 years	\$14.79	\$15.38	\$15.84
After 4 years	\$15.11	\$15.71	\$16.18
After 5 years	\$15.58	\$16.20	\$16.69
After 6 years	\$16.12	\$16.76	\$17.26
After 8 years	\$16.24	\$16.89	\$17.40
After 12 years	\$16.41	\$17.07	\$17.58
After 15 years	\$16.74	\$17.41	\$17.93

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
PT/Rehab Aide			
Start	\$12.88	\$13.40	\$13.80
After 1 year	\$13.74	\$14.29	\$14.72
After 2 years	\$14.40	\$14.98	\$15.43
After 3 years	\$14.96	\$15.56	\$16.03
After 4 years	\$15.20	\$15.81	\$16.28
After 5 years	\$15.72	\$16.35	\$16.84
After 6 years	\$16.27	\$16.92	\$17.43
After 8 years	\$16.40	\$17.06	\$17.57
After 12 years	\$16.57	\$17.23	\$17.75
After 15 years	\$16.90	\$17.58	\$18.11
Psychiatric Assistant			
Start	\$14.60	\$15.18	\$15.64
After 1 year	\$14.87	\$15.46	\$15.92
After 2 years	\$15.14	\$15.75	\$16.22
After 3 years	\$15.41	\$16.03	\$16.51
After 4 years	\$15.68	\$16.31	\$16.80
After 5 years	\$16.05	\$16.69	\$17.19
After 6 years	\$16.50	\$17.16	\$17.67
After 8 years	\$16.66	\$17.33	\$17.85
After 12 years	\$16.83	\$17.50	\$18.03
After 15 years	\$17.16	\$17.85	\$18.39
Cook			
Start	\$13.42	\$13.96	\$14.38
After 1 year	\$14.28	\$14.85	\$15.30
After 2 years	\$15.03	\$15.63	\$16.10
After 3 years	\$15.59	\$16.21	\$16.70
After 4 years	\$15.91	\$16.53	\$17.05
After 5 years	\$16.42	\$17.06	\$17.59
After 6 years	\$16.93	\$17.61	\$18.14
After 8 years	\$17.09	\$17.77	\$18.30
After 12 years	\$17.26	\$17.95	\$18.49
After 15 years	\$17.62	\$18.31	\$18.87

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
ER Nursing Assistant			
Start	\$13.94	\$14.50	\$14.94
After 1 year	\$14.81	\$15.40	\$15.86
After 2 years	\$15.46	\$16.08	\$16.56
After 3 years	\$16.03	\$16.67	\$17.17
After 4 years	\$16.29	\$16.94	\$17.45
After 5 years	\$16.79	\$17.46	\$17.98
After 6 years	\$17.33	\$18.02	\$18.56
After 8 years	\$17.46	\$18.16	\$18.70
After 12 years	\$17.63	\$18.34	\$18.89
After 15 years	\$17.98	\$18.70	\$19.26
Case Cart Aide			
Service & Product Ass't			
Start	\$13.90	\$14.46	\$14.89
After 1 year	\$14.77	\$15.36	\$15.82
After 2 years	\$15.52	\$16.14	\$16.62
After 3 years	\$16.01	\$16.65	\$17.15
After 4 years	\$16.37	\$17.02	\$17.53
After 5 years	\$16.83	\$17.50	\$18.03
After 6 years	\$17.27	\$17.96	\$18.50
After 8 years	\$17.46	\$18.16	\$18.70
After 12 years	\$17.63	\$18.34	\$18.89
After 15 years	\$17.98	\$18.70	\$19.26
First Cook			
Start	\$14.07	\$14.63	\$15.07
After 1 year	\$14.93	\$15.53	\$16.00
After 2 years	\$15.72	\$16.35	\$16.84
After 3 years	\$16.23	\$16.88	\$17.39
After 4 years	\$16.61	\$17.27	\$17.79
After 5 years	\$17.11	\$17.79	\$18.32
After 6 years	\$17.64	\$18.35	\$18.90
After 8 years	\$17.79	\$18.50	\$19.06
After 12 years	\$17.97	\$18.69	\$19.25
After 15 years	\$18.32	\$19.05	\$19.62

I. JOB CLASSIFICATION	Effective with the first full pay period commencing after March 1, 2006	Effective with the first full pay period commencing closest to March 1, 2007	Effective with the first full pay period commencing closest to March 1, 2008
Driver/Material Handler			
Start	\$17.61	\$18.31	\$18.86
After 1 year	\$18.53	\$19.27	\$19.85
After 2 years	\$19.45	\$20.23	\$20.84
After 3 years	\$20.07	\$20.87	\$21.50
After 4 years	\$20.49	\$21.31	\$21.95
After 5 years	\$21.09	\$21.93	\$22.59
After 6 years	\$21.66	\$22.53	\$23.21
After 8 years	\$21.90	\$22.78	\$23.46
After 12 years	\$22.12	\$23.00	\$23.69
After 15 years	\$22.57	\$23.47	\$24.17
CPC Instrmnt Proc Tech			
Start	\$14.98	\$15.58	\$16.05
After 1 year	\$15.95	\$16.59	\$17.09
After 2 years	\$16.66	\$17.33	\$17.85
After 3 years	\$17.26	\$17.95	\$18.49
After 4 years	\$17.56	\$18.26	\$18.81
After 5 years	\$18.12	\$18.84	\$19.41
After 6 years	\$18.61	\$19.35	\$19.93
After 8 years	\$19.09	\$19.85	\$20.45
After 12 years	\$19.14	\$19.91	\$20.51
After 15 years	\$19.52	\$20.30	\$20.91
Emergency Room Tech			
Start	\$14.27	\$14.84	\$15.29
After 1 year	\$15.16	\$15.77	\$16.24
After 2 years	\$15.83	\$16.46	\$16.95
After 3 years	\$16.40	\$17.06	\$17.57
After 4 years	\$16.66	\$17.33	\$17.85
After 5 years	\$17.17	\$17.86	\$18.40
After 6 years	\$17.71	\$18.42	\$18.97
After 8 years	\$17.86	\$18.57	\$19.13
After 12 years	\$18.01	\$18.73	\$19.29
After 15 years	\$18.38	\$19.12	\$19.69